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6                   UNITED STATES DISTRICT COURT  
7                   WESTERN DISTRICT OF WASHINGTON  
8

9                   THOMAS WEINSTEIN,  
10

11                   Plaintiffs,

12                   vs.

13                   MANDARICH LAW GROUP, LLP.

14                   Defendant.

15                   NO. 2:17-cv-01897-RSM

16                   **DECLARATION OF JASON D.  
17 ANDERSON IN SUPPORT OF MOTION  
18 FOR PARTIAL SUMMARY  
19 JUDGMENT**

20                   Jason D. Anderson declares as follows:

- 21                   1. I am one of the attorneys for Plaintiffs in this matter, am over the age of majority, and  
22                   make this declaration of my own personal knowledge.
- 23                   2. Attached hereto as **Exhibit A** is a true and correct copy of the October 2015 Motion and  
24                   Declaration for Default and Default Judgment, and subsequent Order of Default and  
25                   Default Judgment as obtained from the King County Superior Court Clerk's office.
- 26                   3. Attached hereto as **Exhibit B** is a true and correct copy of Defendant Mandarich Law  
27                   Group, LLP's Rule 30(b)(6) deposition, taken on May 25, 2018.

28                   //

29                   DECLARATION OF JASON D. ANDERSON - 1  
30                   2:17-cv-01897-RSM

31                   ANDERSON | SANTIAGO  
32                   787 MAYNARD AVE S  
33                   SEATTLE WA 98104  
34                   (206) 395-2665/F (206) 395-2719

4. Attached hereto as **Exhibit C** is a true and correct copy of an excerpt from Defendant Mandarich Law Group, LLP's responses to Plaintiff's requests for admission.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 5th day of July, 2018 at Seattle, Washington.

/s/ Jason D. Anderson  
Jason D. Anderson

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## EXHIBIT A

FILED

15 OCT 13 AM 8:48

1 KING COUNTY  
2 SUPERIOR COURT CLERK  
3 KENT, WA4  
5 SUPERIOR COURT, IN AND FOR THE COUNTY KING  
6 STATE OF WASHINGTON

CACH, LLC,  Plaintiff,  vs.  THOMAS WEINSTEIN and DOE  WEINSTEIN,  Defendants.	Case No.: 15-2-24463-9  <b>MOTION AND DECLARATION FOR DEFAULT AND DEFAULT JUDGMENT</b>
--	--

13                   I. MOTION

14 Plaintiff, by and through its attorneys of record, moves the court for an order of  
15 default and default judgment against the Defendants, THOMAS WEINSTEIN and DOE  
16 WEINSTEIN, in the principal sum of \$3028.05, together with applicable interest up to  
17 January 21, 2013, court costs and statutory attorney's fees, as requested in the judgment.

18 This motion is based on the affidavits or declarations in support of entry of judgment  
19 submitted herewith and the subjoined declaration of counsel.

20  
21                   II. DECLARATION

22 Plaintiff, by and through its attorneys of record, moves the court for an order of  
23 default and default judgment against the Defendants, THOMAS WEINSTEIN and DOE  
24 WEINSTEIN, in the principal sum of \$3028.05, together with applicable interest, court  
25 costs and statutory attorney's fees, as requested in the judgment.

1  
2 The undersigned declares under penalty of perjury under the laws of Washington that  
3 the following is true and correct:

4 1. I am the attorney of record for Plaintiff herein. I base this declaration on my  
5 review of the file maintained by this law firm with regard to this matter.

6 2. The Defendants were served with the Summons, Notice to Service Members  
7 and their Dependents and the Complaint by personal or substitute service within  
Washington State. The affidavit/declaration of service is on file with the court.

8 3. Defendants have failed to file an appearance/answer or otherwise defend, in  
9 accordance with CR 55, within the time permitted by law.

10 4. The basis for venue is that the Defendants reside within KING county.

11 5. Defendant is not a person in the Military Service of the United States, as defined  
12 in the Soldier's and Sailor's Civil Relief Act of 1940 as amended by The Service Members  
13 Civil Relief Act of 2003. (*See attached Status Report Pursuant to Servicemembers Civil Relief  
Act*). Moreover, Affiant is unable to determine at this time if Defendants are a dependent of a  
14 service member in military service; however, Plaintiff served upon Defendants a Notice to  
15 Service Members and their Dependents and Plaintiff did not receive a response.

16 I declare under penalty of perjury of the laws of the State of Washington that the  
17 foregoing is true and correct.

18 DATED: 10/08/2015 at Los Angeles, California.

19  
20  
21 Ryan E. Vos, WSBA 30392  
22 Attorneys for Plaintiff  
23  
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26

FILED

EXP06

2015 OCT 13 PM 12:02

1 KING COUNTY  
 2 SUPERIOR COURT CLERK  
 3 KENT, WA

4 SUPERIOR COURT, IN AND FOR THE COUNTY KING  
 5 STATE OF WASHINGTON

CACH, LLC,  Plaintiff,  vs.  THOMAS WEINSTEIN and DOE  WEINSTEIN,  Defendants.	Case No.: 15-2-24463-9  <b>ORDER OF DEFAULT AND DEFAULT JUDGMENT</b>
--	--

12           I. JUDGMENT SUMMARY

13 Judgment Creditor: CACH, LLC  
 14 Attorney for Judgment Creditor: Ryan E. Vos, Esq., Mandarich Law Group, LLP  
 15 Judgment Debtors: THOMAS WEINSTEIN and DOE WEINSTEIN  
 16 Principal Amount: \$3028.05  
 17 Prejudgment Interest at 12%  
 18 from / / to 1/21/2013 \$0.00  
 19 Costs:  
 20       Filing Fee: \$240.00  
 21       Service of Process: \$60.00  
 22       Ex-Parte: \$30.00  
 23 Statutory Attorney's Fees: \$200  
 24 Credit(s): \$0.00  
 25 TOTAL: \$3558.05  
 26

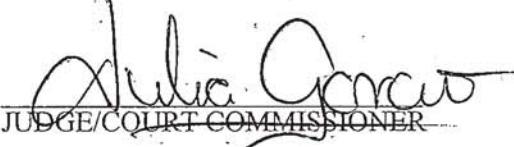
**II. ORDER AND JUDGMENT**

Plaintiff's motion for an order of default and default judgment against the above named defendants came on for hearing on this date before the undersigned judge/court commissioner of this court. The court, having found that: (1) the Defendants were duly served with a Summons, Notice to Service Members and their Dependents and the Complaint and have failed to appear, answer, or otherwise defend within the time provided by law; (2) finds that the venue is proper; and (3) the defendants are justly indebted to the plaintiff, as evidenced by the proof presented herewith, now, therefore, it is hereby

ORDERED, ADJUDGED and DECREED that the Defendants are in default. It is further

ORDERED, ADJUDGED and DECREED that Plaintiff have and is hereby granted judgment against Defendants, THOMAS WEINSTEIN and DOE WEINSTEIN, jointly and severally, in the principal amount of \$3028.05 plus pre-judgment interest from / / to 1/21/2013 in the amount of \$0.00 herewith court costs totaling \$330.00 and applicable statutory attorney's fees in the amount of \$200, for a total judgment of \$3558.05 having applied all applicable credits. Post-judgment interest shall accrue at the statutory rate of 12% per annum on the total judgment.

DATED this 13 day of OCT 2015.

  
JUDGE/COURT COMMISSIONER  
Julia Garratt

Presented by:  
MANDARICH LAW GROUP, LLP

Ryan E. Vos, WSBA 30392  
Attorneys for Plaintiff

ORDER OF DEFAULT AND  
DEFAULT JUDGMENT  
120020945742

2 of 2

MANDARICH LAW GROUP, LLP  
9200 Oakdale Avenue Suite 601  
Chatsworth, CA 91311  
T: 855.826.8349; F: 818.888.1260

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## EXHIBIT B

Ryan Vos

May 25, 2018

Page 1

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

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THOMAS WEINSTEIN, )  
Plaintiff, )  
vs. ) No. 2:17-cv-01897-RSM  
MANDARICH LAW GROUP, LLP, )  
Defendant. )  
-----

30(b)(6) DEPOSITION UPON ORAL EXAMINATION OF  
MANDARICH LAW GROUP, LLP  
DESIGNEE: RYAN EARL VOS

-----  
11:30 a.m.

May 25, 2018

787 Maynard Avenue South  
Seattle, Washington

REPORTED BY: Brenda Steinman, CCR #2717  
Court Reporter

Ryan Vos

May 25, 2018

Page 2		Page 4	
1 APP E A R A N C E S		1 E X H I B I T I N D E X (Cont.)	
2		2 Exhibit 9 4/2/2018 Plaintiff's Responses to 84	
3 Defendant's First Requests for		3 Admission; Weinstein v.	
4 Mandarich.		4	
5 FOR THE PLAINTIFF:		5 Exhibit 10 10/8/2015 Motion and Declaration 91	
6 T. TYLER SANTIAGO, ESQ.		6 for Default and Default Judgment.	
7 Anderson Santiago, PLLC		7 10/13/2015 Order of Default and	
8 787 Maynard Avenue South, Suite 201		8 Default Judgment; CACH v	
9 Seattle, Washington 98104		9 Weinstein.	
10 206.395.2665		10	
11 tyler@alkc.net		11 Exhibit 11 4/14/2017 Writ of Garnishment for 99	
12 FOR THE DEFENDANT:		12 Continuing Lien on Earnings.	
13 NICOLE M. STRICKLER, ESQ.		13 Exhibit 12 10/11/2017 Writ of Garnishment 101	
14 Messer Strickler, Ltd.		14 for Continuing Lien on Earnings.	
15 225 West Washington Street, Suite 575		15 Exhibit 13 1/11/2018 Amended Affirmative 102	
16 Chicago, Illinois 60606		16	
17 312.334.3442		17	
18 nstrickler@messerstrickler.com		18	
19		19	
20 ***** (* Denotes Phonetic Spelling.)		20	
21		21	
22		22	
23		23	
24		24	
25		25	
		Page 3	
1 E X A M I N A T I O N		Page 5	
2 ATTORNEY PAGE		1 SEATTLE, WASHINGTON; FRIDAY, MAY 25, 2018	
3 BY MR. SANTIAGO: 5		2 11:30 A.M.	
4		3 oo-OO-oo	
5 E X H I B I T I N D E X		4 RYAN VOS, called as a witness in the	
6 EX# DESCRIPTION PAGE		5 above-entitled cause, being	
7 Exhibit 1 4/18/2018 Notice of 30(b)(6) 5		6 first duly sworn, testified	
8 Deposition of Mandarich Law		7 as follows:	
9 Group, LLP.		8 E X A M I N A T I O N	
10 Exhibit 2 9/9/2014 Summons and Complaint; 28		9 BY MR. SANTIAGO:	
11 CACH v Weinstein.		10 Q. Would you please state your full name and	
12 Exhibit 3 9/19/2014 Declaration of Service 30		11 spell your last name for the record?	
13 of Summons; Complaint; CACH v.		12 A. Ryan Earl Vos. V like Victor O-S like Sam.	
14 Weinstein.		13 Q. We're here today on Thomas Weinstein v.	
15 Exhibit 4 10/6/2014 letter from Mandarich 37		14 Mandarich Law Group, U.S. District Court Western	
16 to Weinstein, Re: Authorization		15 District of Washington Case No. 2:17-cv-01897.	
17 for recurring payments. Undated		16 So you're here as a representative of	
18 letter from Mandarich to		17 Mandarich Law Group today; is that correct?	
19 Weinstein. 1/15/2017 letter from		18 A. Yes.	
20 Mandarich to Weinstein.		19 (Exhibit 1 marked for identification.)	
21 Exhibit 5 3/2/2018 Defendant Mandarich Law 51		20 Q. (By Mr. Santiago) I'm showing you what's	
22 Group, LLP's Responses to		21 been marked as Exhibit 1.	
23 Plaintiff's First Set of		22 MR. SANTIAGO: Nicole, this is the notice of	
24 Interrogatories; Weinstein v.		23 deposition. I think I sent it to you yesterday.	
25 Mandarich.		24 MS. STRICKLER: Okay. Let me just pull it	
Exhibit 6 8/2/2014, undated, undated, 60		25 up real fast. I've got it. Thank you.	
3/14/2016, 4/14/2016, 7/14/2016,			
8/14/2016, 9/14/2016, 12/15/2016,			
1/15/2017, 2/15/2017 letters from			
Mandarich to Weinstein.			
Exhibit 7 9/30/2015 Complaint; CACH v 67			
Weinstein.			
Exhibit 8 10/5/2015 Order Setting Civil 81			
Case Schedule; CACH v Weinstein.			

2 (Pages 2 to 5)

Ryan Vos

May 25, 2018

Page 6	Page 8
<p>1 Q. (By Mr. Santiago) Did you have time to 2 review this prior to coming here today? 3 A. Yes. 4 Q. And are you prepared to testify on the 5 topics outlined in the notice? 6 A. Generally speaking I am. 7 Q. Did you prepare for today's deposition? 8 A. Yes. 9 Q. How did you prepare? 10 A. I went through my legal file. 11 Q. How long did you spend preparing? 12 A. I'm not sure exactly, maybe an hour. 13 Q. Have you been deposed before? 14 A. Yes. 15 Q. How many times would you say? 16 A. Maybe half dozen. 17 Q. Dozen? 18 A. Half dozen. 19 Q. Okay. Is it in relation to your employment 20 with Mandarich? 21 A. A few times, yes. 22 Q. How many times? 23 A. I don't know exactly. Most of them. I 24 think I've been deposed outside of Mandarich for 25 separate items, but roughly about half dozen times</p>	<p>1 You're an attorney, so where did you go to 2 school? 3 A. I went to Whittier Law School. 4 Q. Where is that? 5 A. Los Angeles. 6 Q. Where did you go to school before that? 7 A. UNLV. 8 Q. And that's Nevada? 9 A. Mm-hmm. That's Las Vegas. 10 Q. When did you graduate from law school? 11 A. 2000. 12 Q. How long have you been working for 13 Mandarich? 14 A. Since 2010. 15 Q. What did you do before you worked for 16 Mandarich? 17 A. Immediately before? 18 Q. Yes. 19 A. I was an executive director of a courier and 20 attorney service. 21 Q. And what was that called? 22 A. Time Machine Network. 23 Q. What did you do there? 24 A. I was the executive director. I ran the 25 company.</p>
<p>1 total. 2 Q. So I'm going to go over this sort of list. 3 I know you're an attorney, and you probably already 4 know this, but I forgot too, so just sort of a list 5 of, not rules, but things we should probably follow. 6 A. Okay. 7 Q. First, you know the court reporter is trying 8 to transcribe everything we say. In normal 9 conversation people tend to talk over each other, just 10 to sort of -- I guess it's a sort of social thing. In 11 any case, if you can wait until I'm done asking the 12 question before you answer -- okay, you get it. 13 So head nods and uh-huhhs probably don't 14 work, so if you could clearly state yes or no to 15 questions. 16 Is there any reason; like stress, or any 17 medications, or anything that would keep you from 18 testifying truthfully today? 19 A. No. 20 Q. Ask me to repeat a question if you don't 21 understand it. 22 Do you have any questions now? 23 A. I do not. 24 Q. So I'm going to ask you a little bit about 25 your background first.</p>	<p>1 Q. What did that company do exactly? 2 A. Do you use attorney service? 3 Q. Yeah. 4 A. That's it. They were an attorney service, 5 courier service. It was -- ABC Legal. 6 Q. Got it. 7 A. I'm sure you're familiar with them. 8 Q. Yeah. What did you do before that? 9 A. Before that I was managing director of 10 California office for Wolpoff &amp; Abramson, a debt 11 collection law firm. 12 Q. How long were you there? 13 A. I believe two years. 14 Q. And what does the managing director do at 15 Woldoff &amp; Abramson? 16 A. It's Wolpoff, with a P. 17 Q. Wolpoff, I'm sorry. 18 A. It's W-O-L-P-O-F-F. I always get that 19 question. It's really a weird name. 20 Similar to what I do now. It's a little 21 different. But we were a satellite office of 22 Wolpoff &amp; Abramson in California. So Wolpoff &amp; 23 Abramson had several operations throughout the 24 country, and their main operation was in D.C. 25 I ran the California operation, which</p>

3 (Pages 6 to 9)

Ryan Vos

May 25, 2018

Page 10	Page 12
<p>1 focused on California lawsuits at the time. So it was      2 a division of 25 to 30 people. And I was responsible      3 for that part of the operation.</p> <p>4 Q. And you were an attorney at that time?</p> <p>5 A. Yes.</p> <p>6 Q. What did you do before you worked for      7 Wolpoff &amp; Abramson?</p> <p>8 A. I've been an attorney since, I think I      9 barred in Washington State originally in 2000, barred      10 in 2000 in Washington State. I practiced up here for      11 a couple of years.</p> <p>12 And then moved to California, took the bar      13 out there. And then practiced there sole practitioner      14 until I ended up with Wolpoff.</p> <p>15 Q. So speaking of bar licenses, what states do      16 you have a license in?</p> <p>17 A. Washington, California, Oregon, Idaho, and      18 Alaska.</p> <p>19 Q. Let's talk about what you do at Mandarich      20 now. What is your official title or position there?</p> <p>21 A. A managing attorney.</p> <p>22 Q. What does a managing attorney do there?</p> <p>23 A. I have a lot of different duties. I am      24 responsible for consulting with all of our associates.      25 I work hand in hand with the operational team, hand in</p>	<p>1 that's for the west coast.</p> <p>2 Q. And you probably already said this, but you      3 have an active Washington license right now?</p> <p>4 A. I do.</p> <p>5 Q. Are there any other attorneys at Mandarich      6 right now that have an active Washington license?</p> <p>7 A. No.</p> <p>8 Q. So other than overseeing all these      9 departments and these attorneys --</p> <p>10 A. Just to be clear -- I'm sorry.</p> <p>11 Q. Go ahead.</p> <p>12 A. I oversee the attorneys. I work in      13 conjunction with the other departments, I do not      14 oversee them.</p> <p>15 Q. Sorry, I misstated.</p> <p>16 A. No problem.</p> <p>17 Q. So other than overseeing these attorneys,      18 what else do you do for Mandarich?</p> <p>19 A. Similar to what I stated earlier. I work      20 with other departments to make sure that the law firm      21 is functioning as needed.</p> <p>22 Q. Do you file any lawsuits for Mandarich?</p> <p>23 A. Can you tell me what you mean by do I file      24 any lawsuits?</p> <p>25 Q. Are you the attorney of record for lawsuits</p>
Page 11	Page 13
<p>1 hand with the collection team, collection agents. I      2 work with the compliance department. I work with IT.      3 It's just kind of a large range.</p> <p>4 Q. So of all these different departments, which      5 one do you oversee?</p> <p>6 A. I oversee the associate attorneys and the of      7 fice for the west coast.</p> <p>8 We have two physical locations. So the      9 second physical location is in Chicago, and we have      10 attorneys and of counsels based out of Chicago that I      11 work with, but I do not oversee.</p> <p>12 Q. You said there is two offices?</p> <p>13 A. Mm-hmm. Yes.</p> <p>14 Q. First office is where?</p> <p>15 A. In Los Angeles.</p> <p>16 Q. How many associates do you oversee?</p> <p>17 A. Let me think. I believe five associates at      18 the time. It fluctuates based on need.</p> <p>19 Q. And you mentioned there are attorneys that      20 are of counsel?</p> <p>21 A. Yes.</p> <p>22 Q. And you oversee them?</p> <p>23 A. Yes.</p> <p>24 Q. How many are there?</p> <p>25 A. I believe it's either three or four. And</p>	<p>1 filed by Mandarich?</p> <p>2 A. Yes.</p> <p>3 Q. And where does that occur?</p> <p>4 A. It would occur in -- well --</p> <p>5 Q. What state are the lawsuits filed in?      6 Sorry, that was a bad question.</p> <p>7 A. My -- I am an attorney of record in the      8 states that I'm barred. I also share being attorney      9 of record in some of those states as well, because we      10 may have other attorneys that are barred also.</p> <p>11 Q. So is it fair to say in Washington you're      12 the only attorney that is the attorney of record for      13 cases filed by Mandarich?</p> <p>14 A. Currently, yes. We used to have another      15 attorney that worked with us that was barred, so I'm      16 not the only attorney on all files, but I am now going      17 forward.</p> <p>18 Q. Who was that attorney?</p> <p>19 A. Mat LaCroix.</p> <p>20 Q. And why is he no longer the other attorney      21 on those cases?</p> <p>22 A. He took a position maybe at the bankruptcy      23 court, I believe, but I can't remember.</p> <p>24 Q. So tell me about Mandarich Law Group.</p> <p>25 A. What would you like to know?</p>

4 (Pages 10 to 13)

Ryan Vos

May 25, 2018

Page 14	Page 16
<p>1 Q. What areas of law do they practice?</p> <p>2 A. Civil litigation.</p> <p>3 Q. Do they have a focus?</p> <p>4 A. I mean if you're trying to allude to are we like debt collection; sure.</p> <p>5 Q. Do they do anything other than debt collection?</p> <p>6 A. No.</p> <p>7 Q. You sort of went through some of the states that you file cases in on behalf of Mandarich. Would it be faster to list the states that they do or don't practice in?</p> <p>8 A. I can list the states that they do.</p> <p>9 Q. Okay.</p> <p>10 A. So overall is what you're saying.</p> <p>11 Q. Yes.</p> <p>12 A. And you're saying, generally speaking, whether we have of counsel or associates.</p> <p>13 Q. Just whether Mandarich files cases in the state or not, yes.</p> <p>14 A. Okay. So the five that I had listed. I'll add Nevada and Hawaii for the west coast. And then Illinois, Kansas, Nebraska, Iowa, Missouri, Utah, and Virginia.</p> <p>15 Q. How long has Mandarich been in business?</p>	<p>1 A. Directly below?</p> <p>2 Q. In terms of like the management structure.</p> <p>3 A. Myself, and then generally all of the heads of the departments that I had mentioned to you.</p> <p>4 There is also an accounting, I left that out. There is an accounting.</p> <p>5 Q. How many employees does Mandarich have?</p> <p>6 A. I don't know that number off the top of my head.</p> <p>7 Q. So tell me about the collection department, how is that structured?</p> <p>8 A. There is a floor manager and collectors.</p> <p>9 Q. How many collectors are there?</p> <p>10 A. I'm not sure of that number either.</p> <p>11 Q. And the compliance department?</p> <p>12 A. The compliance is made up of a trainer and director of compliance. And then they have some people that work under them, but I'm not sure exactly how many work under them.</p> <p>13 Q. What does the collection department do?</p> <p>14 A. Generally they'll make outbound calls and field inbound calls for purposes of making collections on files.</p> <p>15 Q. Any other things that they do?</p> <p>16 A. Not generally. That's really the main</p>
<p>1 A. 2010.</p> <p>2 Q. Do you know how many cases Mandarich files in Washington?</p> <p>3 A. I don't.</p> <p>4 Q. Do you have a guess or an estimate?</p> <p>5 A. I really don't.</p> <p>6 Q. Does Mandarich still file lawsuits in Washington?</p> <p>7 A. Yes.</p> <p>8 Q. So how is Mandarich structured? So you're managing attorney. I guess if you could say who's above you, who's above that person, et cetera.</p> <p>9 A. So I mean there is -- Chris Mandarich is the owner --</p> <p>10 Q. Makes sense.</p> <p>11 A. -- and partner. So then we have multiple different departments that I had mentioned; the collection department, compliance department, an operational department, we have an HR department, and then IT. Pretty sure that sums it up.</p> <p>12 Q. Who is the other partner or partners?</p> <p>13 A. Michael Mandarich.</p> <p>14 Q. I assume they're related?</p> <p>15 A. Yeah.</p> <p>16 Q. So who's directly below the partners?</p>	<p>1 focus. I mean what might happen with a call either way would determine what would happen with it. But generally their focus is to collect on those files, taking inbounds and making outbounds.</p> <p>2 Q. What does the compliance department do?</p> <p>3 A. They're responsible for training and helping implement and oversee compliance for the firm.</p> <p>4 Q. Compliance with what?</p> <p>5 A. Compliance with federal and state regs.</p> <p>6 Anything that might fall underneath a compliance. I guess I don't really know how else to say it. I think compliance speaks for itself for the most part.</p> <p>7 Q. How do they train and who are they training -- sorry, strike that. That's two questions.</p> <p>8 Who is the compliance department training?</p> <p>9 A. They'll train anybody in the firm, depending upon the policy, or procedure, or statute, or wherever it might be applicable. There will be a determination of who needs to understand that piece of the training, and then those individuals would be brought in for that training.</p> <p>10 Q. Do they train the collection department?</p> <p>11 A. That would be one of the groups. They would train anybody that would be in part of the company.</p> <p>12 Q. Do you know how they train the collection</p>
	5 (Pages 14 to 17)

Ryan Vos

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<p style="text-align: center;">Page 18</p> <p>1 department?</p> <p>2 A. It depends on what is being trained. It can 3 be anywhere from passing out a procedure to read and 4 review and sign off on versus conference room like 5 this with a Powerpoint presentation. There is a bunch 6 of different ways that they could train.</p> <p>7 Q. Does the compliance department interact with 8 the attorneys in the office?</p> <p>9 A. Yes.</p> <p>10 Q. For what purpose?</p> <p>11 A. For training purposes. For getting up to 12 speed on regulations and statutes and what have you. 13 They don't work independently as it relates to the 14 training procedures. They might facilitate, but they 15 are consulted with.</p> <p>16 Q. They're consulted with by who?</p> <p>17 A. They're consulted by.</p> <p>18 Q. Consulted by?</p> <p>19 A. Attorneys, ownership, whomever might be a 20 subject matter expert.</p> <p>21 Q. So the compliance department, in order to 22 put together its training materials, consults with 23 attorneys in your office. Is that a fair statement?</p> <p>24 A. On occasion.</p> <p>25 Q. Where does the compliance department get its</p>	<p style="text-align: center;">Page 20</p> <p>1 determination, yeah.</p> <p>2 But as long as -- if nothing has changed, 3 then they would train off the same information. Like 4 for example, we require our collectors to take a FDCPA 5 exam once a year. If nothing has changed, then they 6 might take an exam that they have taken previously.</p> <p>7 Q. So let's talk about the FDCPA exam. What is 8 it exactly?</p> <p>9 A. It's an exam of questions.</p> <p>10 Q. What's the purpose?</p> <p>11 A. So that the collectors can understand the 12 FDCPA.</p> <p>13 Q. So the test helps them to understand the 14 FDCPA?</p> <p>15 A. Well, the test questions their knowledge 16 regarding some of the items in the FDCPA.</p> <p>17 Q. So does Mandarich provide something to 18 prepare them to take the test?</p> <p>19 A. Yes. Information regarding the FDCPA, the 20 statute.</p> <p>21 Q. Is that information written down?</p> <p>22 A. Yes.</p> <p>23 Q. Is that something that exists in Mandarich's 24 office?</p> <p>25 A. I'm not sure where it exists. I don't</p>
<p style="text-align: center;">Page 19</p> <p>1 information for its training materials?</p> <p>2 A. I mean that's kind of a loaded question. I 3 just mentioned earlier that they train everything and 4 anything. So depending upon what it is, where it's 5 coming from, whether it's from a statute or a client, 6 it just depends.</p> <p>7 Q. Let's talk about debt collection statutes, 8 for example. Does the compliance department do 9 training and compliance organizing on the Fair Debt 10 Collection Practices Act?</p> <p>11 A. Yes, they would.</p> <p>12 Q. And where do they get their information in 13 order to do that?</p> <p>14 A. They would use federal statute and consult 15 with attorneys in the firm, and possibly external 16 attorneys as well.</p> <p>17 Q. Are there any attorneys that are 18 specifically assigned to the compliance department?</p> <p>19 A. Generally, no.</p> <p>20 Q. Does the compliance department need to get 21 attorney approval before training anyone on the Fair 22 Debt Collection Practices Act in the office?</p> <p>23 A. For Fair Debt Collection Practices Act?</p> <p>24 Q. Yes.</p> <p>25 A. They would run it by an attorney to make a</p>	<p style="text-align: center;">Page 21</p> <p>1 control it. I'm not sure where it exists.</p> <p>2 Q. I guess what I'm asking is, is it something 3 that we could obtain through discovery?</p> <p>4 A. It's possible. Again, I don't know where it 5 exists, so I'm not 100 percent sure.</p> <p>6 Q. Do specific collectors in the collection 7 department, are they assigned to specific states?</p> <p>8 A. The way that the collectors work changes a 9 lot, so I really don't know if they are at this time. 10 That's something more for our collection staff, not 11 necessarily something that I oversee. But state-wise 12 I don't believe so at this time. That could change 13 and I could be wrong.</p> <p>14 Q. Do the collectors receive any state specific 15 training on state collection laws?</p> <p>16 A. Yes.</p> <p>17 Q. So you mentioned that the collectors are not 18 assigned to specific states. Are they then each 19 taught how to comply with the laws in every state that 20 Mandarich is licensed to file lawsuits?</p> <p>21 A. If they're touching files that would span 22 across those states, then yes.</p> <p>23 Q. Are there records of this training?</p> <p>24 A. Which training?</p> <p>25 Q. Training on the state debt collection laws.</p>

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<p style="text-align: right;">Page 22</p> <p>1 A. We have training records for whatever gets 2 trained. 3 Q. And the training records are, are they 4 records of the individual collector having gone 5 through the training? 6 A. I believe so. 7 Q. And those records exist for FDCPA training 8 as well? 9 A. Any training. 10 Q. So you oversee some associates in the 11 office? 12 A. Mm-hmm. 13 Q. Do they have staff? 14 A. No, they don't. 15 Q. So who produces the documents that you would 16 file in court, like for example a complaint? 17 A. So we have some people that work on the 18 operations team, they might produce documents. The 19 attorneys might produce documents. It depends on what 20 documents are being produced. But there is -- there 21 are staff in the operations team that will produce 22 documentation, legal documentation. They're generated 23 from templates. 24 Q. So generally speaking, the operations team 25 generates documents that are filed in the court.</p>	<p style="text-align: right;">Page 24</p> <p>1 A. CACH was purchased by another company. 2 Q. What's the name of that company? 3 A. Resurgent. 4 Q. Does Mandarich work for Resurgent? 5 THE WITNESS: Nicole? 6 MS. STRICKLER: I mean just answer as you 7 know. 8 A. Resurgent is a client of Mandarich. 9 Q. (By Mr. Santiago) So you mentioned that the 10 JST system prompts the operations team to draft a 11 complaint in a case. 12 A. Yes. 13 Q. Is that correct? 14 A. Yes. 15 Q. So the Eagle system, did it do the same 16 thing? 17 A. No. 18 Q. So when the Eagle system existed, what 19 prompted the operations team to generate a complaint? 20 A. We used a third-party software that was only 21 legal in nature, called Q-Law. We generated documents 22 from that program, not from Eagle. 23 Q. So you generated documents using Q-Law. 24 A. Yes. 25 Q. Did Q-Law prompt the operations team to</p>
<p style="text-align: right;">Page 23</p> <p>1 A. Generally. 2 Q. So how about complaints? 3 A. Yes. 4 Q. Motions for default judgment? 5 A. Yes. 6 Q. Writs of garnishment? 7 A. Yes. 8 Q. And just to be clear, those are all 9 generated by the operations team? 10 A. Yes. 11 Q. What prompts the operations team to generate 12 a complaint? 13 A. Our software program. 14 Q. What's the name of the software program? 15 A. JST. 16 Q. Is that an acronym for something? 17 A. Oh, goodness, I don't know. 18 Q. How long has Mandarich used JST? 19 A. It's been maybe 18 months. 20 Q. What did you use before JST? 21 A. We used a system called Eagle. It was 22 proprietary to one of our previous clients. 23 Q. Which client was that? 24 A. CACH. 25 Q. Why did you switch?</p>	<p style="text-align: right;">Page 25</p> <p>1 draft complaints? 2 A. Yes. 3 Q. How did it do that? 4 A. It did it by program logic. 5 Q. Do you know anything about the program 6 logic? 7 A. Yes. 8 Q. How did the program logic work? 9 A. It was built by attorneys regarding state 10 work flow. And as it relates to the actual coding, it 11 was coded by several different individuals, including 12 Q-Law programmers, from information based on what the 13 attorneys had requested. 14 Q. So in relation to complaints, do you know 15 how Q-Law worked in prompting the operations team to 16 draft a complaint? 17 A. Generally speaking, if there wasn't a 18 settlement and a demand letter had been sent, and the 19 time frame for the demand letter had lapsed, and it 20 was not -- there was no arrangement, there is no 21 bankruptcy, no reason why shouldn't proceed with the 22 lawsuit, then the system would prompt for a lawsuit. 23 Q. What was the time frame from, you said, 24 demand letter to complaint? 25 A. I don't remember the program or the time</p>

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<p style="text-align: right;">Page 26</p> <p>1 frame for Q-Law. It was after the time in which the 2 demand letter would lapse, but I don't remember 3 exactly what that time frame would have been. 4 Q. So you mentioned that the operations team 5 also generated motions for default? 6 A. Yes. 7 Q. So going back to the Eagle system and the 8 Q-Law system, did those -- strike that. 9 Did Q-Law prompt the operations team to 10 draft motions for default judgment? 11 A. Yes. 12 Q. And how did it know to let the operations 13 team know to draft the default judgment? 14 A. Similar to the items I had just mentioned 15 with regards to the complaint. 16 Q. So when a specific time frame had passed 17 between the complaint being served, and I guess the 18 date that -- strike that. 19 So there was a specific time frame slotted 20 in, from the time when a complaint is served, to let 21 the operations team know to draft a default motion? 22 A. Yes. And there were a myriad of other 23 things, like I had just mentioned; if there was a 24 bankruptcy, or if we made an arrangement, or if there 25 were certain things that had taken place, then it</p>	<p style="text-align: right;">Page 28</p> <p>1 time or were there multiple complaints generated? 2 A. It depends on when and who. You could print 3 more than one, you could print one at a time. It 4 really just depends. 5 Q. So what would happen with a motion for 6 default judgment after it was printed by the 7 operations team? 8 A. Similar to a complaint. Same steps. 9 Q. And is this the same for both the JST and 10 the Q-Law systems? 11 A. Yes. 12 Q. Same process? 13 A. Yes. 14 Q. So we went over some of the documents that 15 the operations team produced. Can you give me some 16 examples of documents that attorneys would produce? 17 A. Standard motion practice type documents. 18 Maybe some letters. Oppositions. Replies. Those 19 types of things. But they may generate a complaint 20 here and there, it just really depends. 21 (Exhibit 2 marked for identification.) 22 MR. SANTIAGO: Nicole, document I sent you, 23 Summons and Complaint, I'm having that marked as 24 Exhibit 2 now. 25 MS. STRICKLER: Is that the one you named</p>
<p style="text-align: right;">Page 27</p> <p>1 wouldn't trigger it. 2 Q. Did the Q-Law system also notify the 3 operations team that a writ of garnishment needed to 4 be generated? 5 A. Generally. If a judgment had been entered 6 and if an asset had been located that would be viable 7 for a post-judgment remedy in a particular state, then 8 it would be. 9 Q. What is an asset? 10 A. Something that a post-judgment remedy could 11 seek. So a wage garnishment or a bank levy. 12 Q. How did Mandarich determine that an asset 13 was available? 14 A. Skip tracing efforts. 15 Q. So what would happen with a complaint after 16 it was generated by the operations team? 17 A. It would be printed, collated, given to an 18 attorney for the jurisdiction. 19 The attorney would review the complaint, 20 review the software program, look for all the same 21 items that the system said did or did not exist. Sign 22 it, if they had approved it. Then it would go back to 23 the operations team for however it would get filed or 24 sent out. 25 Q. Were these complaints generated one at a</p>	<p style="text-align: right;">Page 29</p> <p>1 2014 complaint? 2 MR. SANTIAGO: Right. 3 MS. STRICKLER: Got it. Thank you. 4 Q. (By Mr. Santiago) You're looking at what's 5 been marked as Exhibit 2. Do you recognize that 6 document? 7 A. Generally I do, yes. 8 Q. What is it? 9 A. It is three pages. The first page is a 10 Summons for a King County case. Then the second two 11 pages is a Complaint. 12 Q. So turning to page two, which is titled a 13 Complaint -- I'm sorry, let's turn to page three. 14 What is the date? 15 A. 9/9/2014. 16 Q. And to the right of that date is a signature 17 block. 18 Do you recognize that signature? 19 A. Yes. 20 Q. Whose signature is that? 21 A. Mine. 22 Q. And it says your name there, correct? 23 A. Yes. 24 Q. And that's your Washington bar number? 25 A. It is.</p>

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<p>1 Q. So the date on this document, what does it 2 signify? 3 A. It signifies the date that I approved the 4 suit and signed it. 5 (Exhibit 3 marked for identification.) 6 MR. SANTIAGO: Nicole, we're now moving to 7 what's going to be marked as Exhibit 3. And I don't 8 remember what I titled it, but it's basically the 9 Declaration of Service. 10 MS. STRICKLER: Got it. Thank you. 11 Q. (By Mr. Santiago) So you're looking at 12 Exhibit 3. Do you recognize that document? 13 A. It looks like a proof of service from our 14 service provider. 15 Q. You said it looks like one. Is it one? 16 A. It looks like one. 17 Q. So if we can skip down to the second 18 paragraph where it says on the 18th day of September 19 2014 at 7:23 p.m., and then we'll skip forward here, 20 Thomas Weinstein was personally served. 21 Do you see where I'm talking about? 22 A. Yes. 23 Q. And at the bottom left corner it says "For 24 Mandarich Law Group LLP." 25 Do you see what I'm talking about there?</p>	<p>1 A. I believe he called our office to settle his 2 case. 3 Q. Do you know what happened on the call? 4 A. I did listen to the call, so yes. 5 Q. And what happened on the call? 6 A. Let's see. So Mr. Weinstein called to try 7 and get a reduced amount on the debt he owed. He was 8 given a couple of options for payment. He agreed to a 9 particular option. He entered his, I believe it was a 10 debit card, I can't remember exactly if it was debit 11 card information to pay on a monthly basis. 12 He was told he would be sent documentation 13 that he would need to sign and send back. He had 14 asked if it could be emailed. We told him we needed 15 the original. And that was in the nutshell what the 16 call sounded like. 17 Q. Do you know the person that works for 18 Mandarich that was on the other end of that call? 19 A. Ned Flores. He was a former collector of 20 Mandarich. 21 Q. So he's no longer employed by Mandarich? 22 A. He's not. 23 Q. When did he leave? 24 A. I don't know. It's been awhile for sure. 25 Years.</p>
<p style="text-align: center;">Page 31</p> <p>1 A. I do. 2 Q. So is this a proof of service that Mandarich 3 would have relied upon in the case against Thomas 4 Weinstein? 5 A. Yes. 6 Q. Now, this refers to, if you look in the top 7 right caption, Declaration of Service of Summons; 8 Complaint. 9 Do you see what I'm talking about there? 10 A. Yes. 11 Q. Is Exhibit 2 the summons and complaint that 12 this proof of service is referring to? 13 A. I believe so. 14 Q. Do you have any reason to believe that it 15 isn't the summons and complaint that was served on 16 Mr. Weinstein? 17 A. I don't. 18 Q. Did Mandarich Law Group have any 19 communications with Mr. Weinstein after he was served 20 with a copy of the complaint, that is Exhibit 2? 21 A. After he was served. So he was served in 22 September. I believe we communicated with him in 23 October as he had contacted our office to settle his 24 case. 25 Q. So how did that communication come about?</p>	<p style="text-align: center;">Page 33</p> <p>1 Q. Do you know why? 2 A. I don't. I did not look into his personnel 3 files. 4 MR. SANTIAGO: Can we go off the record for 5 a second. 6 (Off the record 12:09-12:11.) 7 Q. (By Mr. Santiago) We were talking about 8 Mr. Weinstein's call to Mandarich, and you had 9 mentioned that he wanted to enter into a payment plan. 10 Did Mr. Weinstein get anything in exchange 11 for setting up a payment plan? 12 A. Yes. I believe we sent him a letter and a 13 stipulation. 14 Q. And so that's what he received in exchange 15 for setting up a payment plan? 16 A. No. The letter was explaining the document 17 that was attached, which was a stipulation, but that 18 document needed to be signed, sent back, and that he 19 needed to continue to make payments -- I'm sorry, to 20 begin to make payments in order to have an agreement 21 with our firm. 22 Q. So did Mr. Flores tell Mr. Weinstein that he 23 would need to sign a stipulation in order for the 24 agreement to be solidified? 25 A. He told him that he would be sending him</p>

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<p style="text-align: right;">Page 34</p> <p>1 documentation that needed to be signed and sent back.      2 In the letter itself that was sent to him, it was very      3 clear about what needed to be done.</p> <p>4 Q. Did Mr. Flores receive training regarding      5 the FDCPA or any state collection law?</p> <p>6 A. I can't speak specifically to Mr. Flores,      7 it's been quite sometime. Again, I could speculate      8 and say that he had, because that was our company      9 policy. But to tell you specifically, I just haven't      10 seen his records.</p> <p>11 Q. So you don't recall when he left. Is it      12 possible that his records are still available with      13 Mandarich?</p> <p>14 A. It's possible.</p> <p>15 Q. Would that include any training records      16 or --</p> <p>17 A. It may.</p> <p>18 Q. -- compliance records?</p> <p>19 A. It may. We've added different programs to      20 maintain those things over the years, so I just don't      21 know when his employment stopped and started and when      22 those were in conjunction with his employment. So I      23 just don't know what that looks like specifically for      24 him at that time.</p> <p>25 Q. Does Mandarich have any policies about</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Were any of the terms of the stipulation      2 mentioned on the call?</p> <p>3 A. I'm not sure. Yeah, I mean the terms with      4 regards to the payment structure and everything, they      5 agreed upon all of that up front, yes.</p> <p>6 Q. Other than that, did they agree on anything?</p> <p>7 A. I don't believe so. I'm not sure.</p> <p>8 Q. Did Mr. Weinstein get anything in exchange      9 for setting up a payment plan?</p> <p>10 A. What do you mean?</p> <p>11 MS. STRICKLER: I'm going to object just      12 because that's been asked and answered. But go ahead.</p> <p>13 Q. (By Mr. Santiago) Sorry. You were saying?</p> <p>14 A. What do you mean?</p> <p>15 Q. Well, he called and he set up a payment plan      16 because he received a lawsuit; is that --</p> <p>17 A. I don't know if --</p> <p>18 MS. STRICKLER: Object to form.</p> <p>19 A. I don't know if that's why he called.</p> <p>20 Q. (By Mr. Santiago) Fair enough.</p> <p>21 A. But he did call and acknowledge his debt and      22 that he wanted to repay it. That's all I do know.</p> <p>23 Q. So he called and set up a payment plan.      24 What did he get in exchange for the payment plan?</p> <p>25 A. What did he get in exchange. Well,</p>
<p style="text-align: right;">Page 35</p> <p>1 retaining documents regarding former employees, like      2 for example a period of time that they're retained or      3 anything like that?</p> <p>4 A. I don't know the human resources policy as      5 it relates to that maintenance.</p> <p>6 As it relates to maintaining legal      7 documents, you know, we have state bars that require      8 us generally to retain them certain time frames, and      9 we comply with that. But for purposes of our human      10 resources retention, I'm not a hundred percent sure      11 what that looks like.</p> <p>12 Q. Do you recall what the terms were for      13 Mr. Weinstein's payment plan?</p> <p>14 A. Just generally I could tell you them. I      15 mean there was he was going to make an initial      16 payment, then he was going to make payment over -- a      17 monthly payment for, I believe it was a little over      18 two years on a monthly basis.</p> <p>19 It was going to be debited from either a      20 credit card or debit card that he had provided to the      21 company, so that it would be automatic. And the      22 stipulation stated that as long as he made those      23 payments that we would not -- that he make those      24 payments and that he would sign the stipulation and      25 return it, that we wouldn't go forward.</p>	<p style="text-align: right;">Page 37</p> <p>1 Mandarich Law Group would no longer proceed against      2 him with any legal remedy, as long as he signed the      3 document, returned it, and made his payments per the      4 arrangement.</p> <p>5 Q. Was he told that Mandarich would not go      6 forward with legal action?</p> <p>7 A. The stipulation was very clear about that,      8 yes.</p> <p>9 Q. Was he told on the phone call?</p> <p>10 A. I don't believe so.</p> <p>11 Q. Was he told that he needed to sign a      12 stipulation on the phone call?</p> <p>13 A. I don't recall the term stipulation being      14 used.</p> <p>15 (Exhibit 4 marked for identification.)</p> <p>16 MR. SANTIAGO: Nicole, I think the document      17 is called like letters that weren't produced.</p> <p>18 MS. STRICKLER: Got it.</p> <p>19 Q. (By Mr. Santiago) So you are looking at      20 Exhibit 4.</p> <p>21 A. Okay.</p> <p>22 Q. Do you recognize those documents at all?</p> <p>23 A. Again, generally I do.</p> <p>24 Q. And when you say generally you do, what does      25 that mean?</p>

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<p style="text-align: right;">Page 38</p> <p>1        A. I don't generate them, so I've seen 2 documents that look just like this, yes. 3        Q. Who generates them? 4        A. Our programs, our software programs. 5        Q. Does any human interact with the software 6 program to produce the letter? 7        A. Yes, the information that's added to them. 8        Q. And so you mentioned several departments 9 earlier. Which department handles that? 10      A. I don't know for sure. This was in 2014. I 11 believe that the information that would have been 12 added by either Ned Flores or your client, at the time 13 when they used the IVR program, when he entered in his 14 debit card information, that information was retained 15 and it was added to this letter. 16      Q. So who prints out the letter? 17      A. I don't know this particular letter. I 18 don't know who printed this out. I cannot remember. 19      Q. Generally speaking which department prints 20 it out? 21      A. Honestly I don't know. 22      Q. So you said generally speaking you know what 23 that is. 24      Have you seen a letter like this that was 25 sent out by Mandarich before?</p>	<p style="text-align: right;">Page 40</p> <p>1        could have been sent by them. But again, I don't know 2 for sure. 3        Q. So when you use a third-party vendor to send 4 letters, do you get a copy of the letter that the 5 third party sends out? 6        A. Again, I believe the copy is retained by the 7 third party. I believe in some circumstances we 8 obtain the letters, but I don't necessarily know if 9 all of them were. I really just don't know. It's 10 very possible that we got them all, I just don't know. 11 It's possible the client got them, but I don't know 12 that process. 13      Q. And for the record, we've been talking about 14 page one through three, which is one letter, and then 15 there is a second letter that starts on page four. 16      Do you agree with that assessment? 17      A. No. It looks like -- so the first, page one 18 and two, is one letter. 19      Q. You're correct. I'm sorry. Thank you. 20      A. Sure. And then page three and four is a 21 second letter. And then page five and six is a third 22 letter. 23      Q. And so the letter that we were talking 24 about, which purpose was to communicate the 25 arrangement made between Mandarich and Mr. Weinstein.</p>
<p style="text-align: right;">Page 39</p> <p>1        A. In this matter or in others? 2        Q. Any matter. 3        A. Yes. 4        Q. So you recognize the format of the letter. 5        And the letter is a template; right? 6        A. Yes. 7        Q. And you're familiar with the template. 8        A. Yes. 9        Q. So what is the purpose of a letter like 10 this? 11      A. The purpose is to communicate the 12 arrangement that was made with the customer. And 13 there are also some federal regulations surrounding 14 this letter that require it to be sent. 15      Q. And I can represent to you that this was not 16 produced by Mandarich in discovery; this is a letter 17 that my client had. 18      Do you know why Mandarich does not have a 19 copy of this letter or why it didn't produce it? 20      A. It's very possible because this was in 2014, 21 that because we no longer have access to the programs, 22 and I don't even believe they exist anymore, that is 23 the reason why we may not have had it. 24      I can also tell you that we used a 25 third-party vendor on occasion to send letters, and it</p>	<p style="text-align: right;">Page 41</p> <p>1        is page one to two. 2        A. Is one to two. 3        And also, just to clarify, because we're 4 kind of throwing terms out here like arrangement and 5 stipulation and settlement. Generally speaking, this 6 document was to inform your client that his card was 7 going to be automatically debited, and these were the 8 times that they were going to be debited. 9        So it didn't necessarily say that this is 10 your settlement agreement and this is what is going to 11 govern your contract between you and CACH, it just 12 told him what was going to come out of his checking 13 account, what he agreed to, and what Mandarich and 14 CACH is required to do by law. 15      If we didn't send this, we could have had an 16 issue. 17      Q. What law is it that requires you to do that? 18      A. You know, I'd have to go back. I don't have 19 it memorized. But I can tell you that there is a 20 regulation that requires it. 21      Q. Is that federal or -- 22      A. I believe it's federal, yes. 23      MS. STRICKLER: Can we go off the record 24 just for a second. 25      MR. SANTIAGO: Sure.</p>

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12 (Pages 42 to 45)

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<p>1 call it, I can't attest to that.</p> <p>2 Q. Are they trained to use specific words, or 3 are they just trained to tell the debtor that they 4 have to sign a document?</p> <p>5 A. It depends. I don't have all the scripting 6 memorized, so I'm not sure exactly what they're 7 trained for that purpose.</p> <p>8 Q. Are they trained to tell them what a 9 stipulation entails? And when I say "them", I mean 10 the debtor.</p> <p>11 A. I don't know.</p> <p>12 Q. When a collector starts a payment plan with 13 a debtor who calls in, and this is going to be a 14 payment plan subject to a stipulation, are the -- 15 strike that. I'm trying to think of a good way to 16 phrase this.</p> <p>17 Are your collectors trained to tell a debtor 18 who sets up a payment plan what is involved in signing 19 a stipulation?</p> <p>20 A. What is involved in signing a stipulation. 21 Our collectors --</p> <p>22 MS. STRICKLER: I'll just object as vague. 23 But go ahead.</p> <p>24 A. Our collectors don't have a copy of the 25 stipulation every single time in front of them to read</p>	<p>1 bolded and in all caps.</p> <p>2 Q. We'll actually go over that letter later.</p> <p>3 A. Perfect.</p> <p>4 Q. So someone can set up a payment plan with 5 Mandarich and Mandarich will take money on that 6 payment plan before the debtor is aware of the terms; 7 is that correct?</p> <p>8 A. Aware of what terms?</p> <p>9 Q. The terms of the stipulation.</p> <p>10 A. What terms?</p> <p>11 Q. The terms that are in the stipulation.</p> <p>12 A. Yes. And as I mentioned before, many times 13 a consumer actually wants to pay at that time. And if 14 they don't agree with the stipulation, then they can 15 be refunded their money.</p> <p>16 Q. What is the date on page one of Exhibit 4?</p> <p>17 A. Referring to this one?</p> <p>18 Q. Yes.</p> <p>19 A. October 6, 2014.</p> <p>20 Q. Do you have any reason to believe that that 21 is not the date that this letter was sent out?</p> <p>22 A. No.</p> <p>23 MR. SANTIAGO: Can we go off the record for 24 a second.</p> <p>25 (Off the record 12:37-12:38.)</p>
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<p>1 to the consumer. We tell them, being the consumer, 2 that they will be receiving a document, they need to 3 review it and sign it and send it back. And I think 4 the documents speak for themselves. They're written 5 in English language. I would assume the consumers can 6 understand them. If they were asked to be submitted 7 in a different language, we would do that. But other 8 than that, no.</p> <p>9 Q. (By Mr. Santiago) When a debtor sets up a 10 payment plan does Mandarich ever take payments before 11 it receives a signed stipulation?</p> <p>12 A. Yes. And if we didn't receive a signed 13 stipulation, the letter that is sent with the 14 stipulation tells the consumer exactly what happens if 15 they don't.</p> <p>16 And if they had an issue with regards to the 17 agreement, and called and said, I don't agree with 18 this and I don't want to enter into it, then they 19 would be refunded their money.</p> <p>20 Q. So if Mandarich doesn't receive a 21 stipulation back and somebody sets up a payment plan, 22 does Mandarich continue to take payments?</p> <p>23 A. Yes.</p> <p>24 Q. Why is that?</p> <p>25 A. It's specific in the letter. It's actually</p>	<p>1 Q. (By Mr. Santiago) So if you can turn to 2 page three of Exhibit 4, do you know what that is?</p> <p>3 A. Let's see. Yes. It looks like a letter 4 that we sent to the consumer -- I'm trying to look for 5 the date really quick -- letting them know that their 6 recurring payment will be taken from their checking 7 account, or their debit card, or whatever it was set 8 up as, forewarning them.</p> <p>9 Q. Is this a standard letter that Mandarich 10 sends out when someone sets up a payment plan?</p> <p>11 A. Yes, a recurring payment plan.</p> <p>12 Q. And when is this letter sent out?</p> <p>13 A. It's sent out prior to the account having 14 withdrawal.</p> <p>15 Q. And you do this on every recurring payment 16 plan?</p> <p>17 A. If it's recurring and it's to be an 18 automatic that's given to us either by checking 19 account or debit, then yes. If it was a payment plan 20 where we didn't have that information, then no.</p> <p>21 Q. So basically someone sets up a recurring 22 payment plan, this letter goes out every time a 23 payment is going to be drawn from whatever they set up 24 as their payment account.</p> <p>25 A. Yes. The intention is to let them know what</p>

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<p>1      is going to happen, yes. And it's triggered based on      2      the payment plan that's entered into; I believe at the      3      time it was Eagle. So as long as that payment plan is      4      entered into Eagle and it shows as active, this letter      5      will go out.</p> <p>6      Q. Is this still the procedure for recurring      7      payment plans for Mandarich?</p> <p>8      A. It is for checking accounts.</p> <p>9      Q. Can you tell, based on looking at this      10     letter, what date this letter was sent out?</p> <p>11     A. I'm looking. So we're saying when it's      12     going to be debited, which is December 27th of 2015.      13     I don't know if I see a date on it. I don't see a      14     date on it.</p> <p>15     Q. So is it fair to say it would have went out      16     before 12/27/2015?</p> <p>17     A. I would hope so. I would hope so.</p> <p>18     Q. So I can represent to you that we didn't get      19     this letter from Mandarich in discovery, as we've      20     discussed, you know, we understand that it's      21     unavailable, that's fine. This is a document that my      22     client had.</p> <p>23     Now saying all that, I forgot what my      24     question was.</p> <p>25     MS. STRICKLER: Is it do you have any reason</p>	<p>1      of Exhibit 4, do you know if at the time this letter      2      was sent Mr. Weinstein was making payments?</p> <p>3      A. I believe he was.</p> <p>4      Q. So now turning to page five of Exhibit 4, I      5      can represent to you that this is a document that      6      wasn't produced by Mandarich in discovery, which is      7      fine, but Mr. Weinstein had it in his records and we      8      produced it to you in discovery.</p> <p>9      Do you know if Mr. Weinstein was making      10     payments at the time that this letter was sent out?</p> <p>11     A. I don't believe so.</p> <p>12     Q. Why not?</p> <p>13     A. My understanding is that his card expired      14     that we had on file, we attempted to communicate with      15     him, and then subsequently his attorney, to no avail.      16     We did on multiple occasions, but were unable to      17     obtain a new card.</p> <p>18     Q. How did you attempt to communicate with him?</p> <p>19     A. By telephone.</p> <p>20     Q. Does Mandarich have records of those      21     attempted communications by telephone?</p> <p>22     A. I don't believe we have any recorded calls.</p> <p>23     Q. Why not?</p> <p>24     A. I don't believe there were any actual -- we      25     never were able to communicate with anybody.</p>
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<p>1      to believe this letter was not sent?</p> <p>2      MR. SANTIAGO: Thank you.</p> <p>3      Q. (By Mr. Santiago) Do you have any reason to      4      believe this letter was not sent? That's exactly what      5      I was going to ask.</p> <p>6      A. I do not. I have no reason to believe that.</p> <p>7      Q. Was Mr. Weinstein making payments at the      8      time this letter was sent?</p> <p>9      A. I apologize, I don't know the time frame of      10     all of his payments, so I don't remember when they      11     stopped to be honest with you. I can't remember.      12     Gosh, I don't remember, I'm sorry.</p> <p>13     Q. We'll come back to that.</p> <p>14     (Exhibit 5 marked for identification.)</p> <p>15     MR. SANTIAGO: Nicole, I'm having Exhibit 5      16     marked. It's Mandarich's response to first set of      17     interrogatories.</p> <p>18     MS. STRICKLER: Okay. This is just the      19     regular responses to interrogatories, not the      20     supplemented?</p> <p>21     MR. SANTIAGO: Correct.</p> <p>22     MS. STRICKLER: Okay. I got it. Thank you.</p> <p>23     Can we go off the record for a second.</p> <p>24     (Off the record 12:44-12:47.)</p> <p>25     Q. (By Mr. Santiago) Going back to page three</p>	<p>1      Q. So in other words he didn't answer the      2      phone?</p> <p>3      A. Right.</p> <p>4      Q. And if his voicemail would have answered,      5      for example, would Mandarich leave a message?</p> <p>6      A. Depends. If there was a message, then we      7      would have a recording. I don't believe we have any,      8      so I don't believe we left any voicemails, but I can't      9      be sure.</p> <p>10     Q. So how do you know that Mandarich made calls      11     exactly?</p> <p>12     A. A review of the legal file.</p> <p>13     Q. And the legal file is paper or electronic?</p> <p>14     A. Paper.</p> <p>15     Q. So you have a paper file at Mandarich, at      16     your office, that lists phone calls made to      17     Mr. Weinstein?</p> <p>18     A. Phone calls that would have been made to      19     either Mr. Weinstein or his attorney at the time.</p> <p>20     Q. And I guess what is the information      21     contained there? What I mean by that is like is it      22     date and time or --</p> <p>23     A. Oh, gosh, I believe date and time, I believe      24     that's included. And a notation from whomever might      25     have made an attempt.</p>

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<p style="text-align: center;">Page 54</p> <p>1 Q. Who generally would be making the attempt? 2 A. A collector. 3 MS. STRICKLER: Tyler, I think that the 4 legal file in this case was not produced just pursuant 5 to privilege and work product, and that there was a 6 state court case, collection case. 7 But if you want to know like when messages 8 were left for the attorney, I'm happy to supplement 9 and give you that information. 10 MR. SANTIAGO: Sure. 11 MS. STRICKLER: I don't believe we have the 12 recordings, again because of that system issue that we 13 discussed earlier with the transfer of systems, but 14 I'm happy to give you the dates and times that we 15 tried to contact Mr. Weinstein's attorney. 16 MR. SANTIAGO: Sure. Thank you. I 17 appreciate that. 18 Q. (By Mr. Santiago) Going back to page five 19 of Exhibit 4, this letter has the date of January 15, 20 2017; is that correct? 21 A. Yes. 22 Q. Any reason to believe that this letter was 23 not sent out on that date to Mr. Weinstein? 24 A. No. 25 Q. And this is a standard letter that's sent</p>	<p style="text-align: center;">Page 56</p> <p>1 since his last payment? 2 A. It looks like it. 3 Q. And do you have any reason to believe that 4 letters would not have gone out monthly during the 5 interim period, between the time the payment stopped 6 and this particular letter? 7 A. If the plan was active in the system, they 8 should have gone out every month. 9 I'm sorry, does that answer your question? 10 Q. Yes. Thank you. 11 Would this still happen if someone had set 12 up a payment plan and then stopped paying, say they 13 set up a payment plan tomorrow, they stop paying in, I 14 don't know, August, would these monthly letters still 15 go out even though they stopped paying? 16 A. They would continue to go out until the file 17 was reviewed and it was determined it was no longer 18 active, and then it was triggered to not be active. 19 So it would have to be reviewed and modified. 20 Q. What would prompt that review? 21 A. It's done by the collection team, and 22 ultimately I believe approved by the manager that runs 23 that team. So it's at their discretion. 24 Q. So there is no interaction between the 25 processing of the payment and the sending of a letter</p>
<p style="text-align: center;">Page 55</p> <p>1 out when somebody enters into a payment plan? 2 A. A recurring payment plan, yes. 3 Q. And Mr. Weinstein, for whatever reason, had 4 stopped making payments prior to this letter. 5 A. I believe so, yes. 6 Q. So if he had stopped making payments, why 7 would Mandarich send a letter saying that they were 8 going to deduct from his account? 9 A. So earlier when we were talking about how 10 the letters are generated, I'm going to say it in 11 generalities because I don't know the specifics, but 12 if you enter an active recurring payment plan into the 13 former system Eagle, as long as that plan states that 14 it's active in the system, these letters will be 15 triggered. So they run parallel to an accounting 16 program that might withdraw the funds. 17 So at this time when this letter was sent, 18 January 15th of 2017, Eagle would have shown that it 19 was still active, and the system automatically sent 20 the letter. 21 Q. Was the payment plan active at that time? 22 A. He wasn't paying. But from what I recall, 23 the collectors were still trying to revive payment and 24 so it hadn't been deactivated. 25 Q. And this would be about nine months later</p>	<p style="text-align: center;">Page 57</p> <p>1 about that payment? Do I understand -- 2 A. No interaction? 3 Q. -- what happens correctly? 4 Right. So one system or one department 5 collects payments, and another system or department 6 sends out these letters regarding those payments; is 7 that correct? 8 A. Generally I believe that's the case, at 9 least at this time with the system that we had. 10 Q. How about the new system? 11 A. So we still have an accounting department 12 that processes payments. I don't know if there is any 13 difference at this time. 14 Q. So the only way these letters would stop 15 going out is if somebody reviewed this specific file 16 and noticed that payments had stopped. 17 A. Yes. 18 Q. And manually changed it. 19 A. I believe so. 20 Q. So these letters would go out in perpetuity 21 until the account is satisfied? 22 A. Yes. 23 Q. And I'm sorry, I may have already asked 24 this, but -- actually I did. Strike that. 25 MR. SANTIAGO: So I think that's a good</p>

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<p>1 place to stop for just 30 minutes.      2 (Recess 12:58 p.m. to 1:32 p.m.)      3 Q. (By Mr. Santiago) Can I have you turn back      4 to Exhibit 4 one more time?      5 A. Yes.      6 Q. And just going to page five, which is the      7 January 15, 2017 letter.      8 A. Yes.      9 Q. So we've already established that      10 Mr. Weinstein's payments were no longer being      11 processed at that time --      12 A. Yes.      13 Q. -- when this letter went out.      14 And right before the break I asked you a      15 question, which was whether this form letter would go      16 out in perpetuity until the payment arrangement was      17 fulfilled, and you said yes, it would.      18 A. And I wanted to qualify that.      19 Q. Okay.      20 A. So currently -- first of all, we don't take      21 ACH cards anymore; so I wanted to clarify that.      22 Generally speaking we don't take it. So no, they      23 wouldn't go out in perpetuity because of that reason.      24 And then secondly, if somebody was on -- and      25 I was trying to say this earlier, but I don't think it</p>	<p>1 Q. Would the letter, beginning on page five,      2 would those keep being sent -- would those continue to      3 be sent to Mr. Weinstein or anyone beyond the end date      4 of their payment plan?      5 A. No.      6 Q. So is it fair to say they would stop when      7 the payment plan was supposed to be over?      8 A. My understanding is they would stop, yes.      9 (Exhibit 6 marked for identification.)      10 MR. SANTIAGO: Nicole, Exhibit 6 is the      11 packet of letters from the discovery responses, the      12 second round.      13 MS. STRICKLER: Okay.      14 Q. (By Mr. Santiago) So --      15 A. I apologize. You said from the discovery      16 responses?      17 Q. From Mandarich's discovery responses, yes.      18 A. Thank you.      19 Q. You have Exhibit 6 there. Do you recognize      20 that document?      21 A. The first page or all of them?      22 Q. Yes. Do you recognize those documents?      23 A. It looks like a demand letter and then a      24 series of card letters, yes.      25 Q. And when you say "a series of card letters",</p>
<p style="text-align: center;">Page 59</p> <p>1 came out the right way; is that if we take a checking      2 account and we have a postdated check letter that's      3 sent, that's similar to this type of letter, it would      4 be reviewed and it would not continue to go out in      5 perpetuity; it would be canceled if an NSF came      6 through.      7 But in this circumstance, because his card      8 continued to be declined, the system had kept trying      9 to run it and run it and run it, and I think that was      10 part of the delay.      11 Q. So when would these letters have stopped?      12 A. When would these letters have stopped.      13 Q. At the time when the system was in place      14 before your changes and whatnot, when would these      15 letters have stopped coming to Mr. Weinstein based on      16 the situation here?      17 A. When the payment that were being made had      18 stopped, and it would have been reviewed and      19 determined that it was no longer an active      20 arrangement.      21 Q. So going back to page one and two of this      22 exhibit, the last payment would have been February 27,      23 2017; is that accurate?      24 A. According to this letter, that's what it      25 says.</p>	<p style="text-align: center;">Page 61</p> <p>1 what does that mean?      2 A. They're multiple letters that state that      3 we're going to debit \$97.33.      4 Q. Do you have any reason to believe that those      5 letters were not sent to Mr. Weinstein?      6 A. I don't.      7 Q. Were the letters sent to Mr. Weinstein?      8 A. I didn't send them personally, but I have no      9 reason to believe they weren't sent.      10 Q. Do Mandarich's records indicate that these      11 were sent to Mr. Weinstein?      12 A. I believe they do.      13 Q. So looking at page one, this letter was sent      14 or at least printed on August 2, 2014; is that      15 correct?      16 A. Yes.      17 Q. And what is the purpose of this letter?      18 A. This is an initial demand letter that is      19 sent to a consumer to let them know that this account      20 exists and that our firm represents the creditor on      21 the account, gives them information regarding the      22 balance, and a myriad of required disclosures.      23 Q. So starting in the middle where there is a      24 bunch of categories; creditor, account number,      25 original creditor. Do you see that?</p>

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<p>1 A. Yes.</p> <p>2 Q. So the creditor on the account that</p> <p>3 Mandarich is trying to collect from Mr. Weinstein is</p> <p>4 CACH, LLC?</p> <p>5 A. CACH, yes.</p> <p>6 Q. Oh, sorry.</p> <p>7 A. That's okay. Everybody calls it cash, but</p> <p>8 it's CACH.</p> <p>9 Q. Okay. And the original creditor was GE</p> <p>10 Capital Retail Bank?</p> <p>11 A. That's what it says, yes.</p> <p>12 Q. Is that correct?</p> <p>13 A. I believe so.</p> <p>14 Q. And the original creditor account number is</p> <p>15 listed.</p> <p>16 Date of last payment to original creditor</p> <p>17 doesn't have any information; is that correct?</p> <p>18 A. Yes, we didn't have that information.</p> <p>19 Q. When you say "we", do you mean Mandarich or</p> <p>20 CACH?</p> <p>21 A. Both.</p> <p>22 Q. Why wouldn't they have that information?</p> <p>23 A. I don't know.</p> <p>24 Q. And the current balance due is, it says</p> <p>25 \$3,028.05.</p>	<p>1 Q. Did any of those documents contain the date</p> <p>2 of last payment?</p> <p>3 A. I'm not sure.</p> <p>4 Q. Did any of those documents contain a</p> <p>5 breakdown of the current balance due, whether it was</p> <p>6 principal or interest, or fees, or anything like that?</p> <p>7 A. I'm not sure. I have not reviewed the</p> <p>8 underlying documents.</p> <p>9 Q. You have not reviewed the underlying</p> <p>10 documents from Mr. Weinstein's collection case?</p> <p>11 A. Not for today. This was three years ago.</p> <p>12 MR. SANTIAGO: Off the record for one</p> <p>13 second.</p> <p>14 (Off the record 1:41-1:42.)</p> <p>15 Q. (By Mr. Santiago) So turning to page</p> <p>16 three --</p> <p>17 A. Okay.</p> <p>18 Q. -- do you recognize this document?</p> <p>19 A. Yes. Generally it looks like a letter that</p> <p>20 was sent to inform Thomas Weinstein that \$93.33 was</p> <p>21 going to be debited from his account.</p> <p>22 Q. And when was that to be debited?</p> <p>23 A. It shows January 27, 2016.</p> <p>24 Q. We looked at some of the other letters that</p> <p>25 were -- that Mr. Weinstein had in his possession, that</p>
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<p>1 A. Yes.</p> <p>2 Q. Is that a principal amount, or does that</p> <p>3 include interest and fees or anything?</p> <p>4 A. It's the balance that is sold from GE</p> <p>5 Capital Retail Bank to CACH.</p> <p>6 Q. So it's all principal?</p> <p>7 A. I can't speak to how it might be divided up.</p> <p>8 I'm not a party to that prior to. So CACH will give</p> <p>9 us this amount to collect on.</p> <p>10 Q. Does CACH give you any documents to support</p> <p>11 this claim when you send out this letter?</p> <p>12 A. Yes.</p> <p>13 Q. What kind of documents?</p> <p>14 A. We may get -- it depends. Specifically are</p> <p>15 you asking me, or are you asking me generally?</p> <p>16 Q. Generally speaking.</p> <p>17 A. Generally. They might give statements, if</p> <p>18 it was a credit card they might give transaction</p> <p>19 history, bills of sale, redacted loan schedules, loan</p> <p>20 files, applications. It depends on the file and what</p> <p>21 is available.</p> <p>22 Q. Were any of those things available in</p> <p>23 Mr. Weinstein's case?</p> <p>24 A. I believe they were, some of them. I don't</p> <p>25 believe all of them were available or existed.</p>	<p>1 was Exhibit 4.</p> <p>2 Do you agree that some of those letters</p> <p>3 predated this one?</p> <p>4 A. Yes.</p> <p>5 Q. So Mandarich doesn't have access to letters</p> <p>6 before this date, letters similar to this on</p> <p>7 Mr. Weinstein's account?</p> <p>8 A. I'm not sure what we had access to just</p> <p>9 based on what we talked about before, since these were</p> <p>10 sent by a third-party vendor that our former client</p> <p>11 had control over. I'm not sure which ones were which.</p> <p>12 Q. Is it fair to say that letters similar to</p> <p>13 this went to Mr. Weinstein before this date?</p> <p>14 A. Yes.</p> <p>15 Q. And typically these letters go out every</p> <p>16 month before a withdrawal is made from a debtor's</p> <p>17 account?</p> <p>18 A. Yes.</p> <p>19 Q. And on the date -- well, strike that.</p> <p>20 Is it fair to say that this letter went out</p> <p>21 before January 27, 2016?</p> <p>22 A. I would say yes.</p> <p>23 Q. Any reason to believe that this letter</p> <p>24 wasn't sent to Mr. Weinstein?</p> <p>25 A. No.</p>

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<p>1 Q. And was Mr. Weinstein still making payments 2 at this time?</p> <p>3 A. Yes.</p> <p>4 MS. STRICKLER: Just to try to speed this up 5 a little bit, if we can, I don't think we're in 6 dispute about the fact that payments stopped being 7 made in March of 2015, I believe. And then we have no 8 reason to believe any of these letters that we 9 produced, that we got from the vendor, did not go out 10 in this exhibit.</p> <p>11 Does that help you --</p> <p>12 MR. SANTIAGO: Yeah, that's fine.</p> <p>13 MS. STRICKLER: -- not to have to go through 14 every single one of them?</p> <p>15 MR. SANTIAGO: Yeah. Just so you know, I'm 16 going to go through every single one of them but, 17 based on what you've said, it should go a lot faster.</p> <p>18 MS. STRICKLER: Okay.</p> <p>19 Q. (By Mr. Santiago) So can you turn to page 20 five of Exhibit 6.</p> <p>21 A. Yes.</p> <p>22 Q. Actually strike that. It wasn't a question 23 so we don't need to strike it. I'm sorry.</p> <p>24 Can you look through the remainder of those 25 letters, and tell me if you have any reason to believe</p>	<p>1 A. Yes. 2 Q. On the bottom left there is a date. 3 A. Yes. 4 Q. What is that date? 5 A. 9/30/2015. 6 Q. And to the right of that is a signature? 7 A. Yes. 8 Q. Is that your signature? 9 A. Yes. 10 Q. I'm going to refer you back to Exhibit 3. 11 Can we look at page three? I'm sorry, is Exhibit 3 12 the Summons? 13 A. 2? 14 Q. Yes, Exhibit 2. 15 A. Sure. 16 Q. That's on page three. 17 A. Okay. 18 Q. So this document is a complaint that 19 Mandarich sent to Mr. Weinstein; is that correct? 20 A. This document meaning Exhibit 2? 21 Q. Exhibit 2, yes. 22 A. He was served with this by our process 23 server. 24 Q. So Mandarich hired a process server and 25 Mandarich's process server did indeed give this</p>
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<p>1 that any of them were not sent.</p> <p>2 A. I don't have any reason to believe that they 3 were not sent.</p> <p>4 Q. And we previously agreed that payments were 5 stopped in March of 2016; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. So is it fair to say that any letter sent 8 after March of 2016 was sent despite the fact that 9 payments had stopped?</p> <p>10 A. Yes.</p> <p>11 (Exhibit 7 marked for identification.)</p> <p>12 MR. SANTIAGO: Nicole, we're going on to 7, 13 which is the 2015 Complaint.</p> <p>14 MS. STRICKLER: Okay.</p> <p>15 Q. (By Mr. Santiago) And before we look at 16 that -- actually never mind. Let's look at that. 17 Sorry.</p> <p>18 A. Okay.</p> <p>19 Q. Do you recognize Exhibit 7?</p> <p>20 A. This looks like a Complaint against 21 Mr. Thomas Weinstein that was filed.</p> <p>22 Q. And when was it filed?</p> <p>23 A. Let's see. It was filed October 5th of 24 2015.</p> <p>25 Q. Can I have you turn to page two?</p>	<p>1 document to Mr. Weinstein. 2 A. I believe so. 3 Q. So going back to Exhibit 7, and if we could 4 actually have both open here, page three of Exhibit 2 5 and page two of Exhibit 7. 6 A. Sure. 7 Q. There are different dates on these 8 documents; is that correct? 9 A. Yes. 10 Q. Why are there two different dates on the 11 complaint against Mr. Weinstein? 12 A. The complaint was regenerated. 13 Q. Why? 14 A. It's how we print our complaint. 15 Q. Why did Mandarich not file the complaint 16 that was served on Mr. Weinstein with the court? 17 A. It's identical except for the date. 18 Q. So the reason behind filing a new 19 regenerated document is because it's identical except 20 for the date? 21 A. The reason? 22 Q. Yes. 23 A. We regenerated the complaint and filed the 24 one that was regenerated. So the one that was 25 regenerated had a different date on it. Everything</p>

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<p style="text-align: right;">Page 70</p> <p>1 else in the complaint is identical.      2 Q. So is it fair to say that the same complaint      3 that was served on Mr. Weinstein was not filed with      4 the court?      5 A. The actual document with the date of      6 9/9/2014, does not appear to have been filed with the      7 court.      8 Q. So again, I'll just rephrase the question.      9 Is it fair to say that Mandarich did not file the      10 complaint that was served on Mr. Weinstein with the      11 court on October 5, 2015?      12 A. Can you rephrase?      13 Q. Sure. Is it fair to say that Mandarich Law      14 Group filed a different complaint than the one that      15 was served on Mr. Weinstein?      16 A. Only for the date.      17 Q. So this complaint was filed on October 5,      18 2015. What was the reason for filing the complaint?      19 A. Your client was in breach of his agreement,      20 and so we could not get ahold of him to revive his      21 arrangement, and we had no other way of communicating      22 with him, because his attorney was not getting back to      23 us, so we proceeded legally.      24 Q. So in October of 2015 --      25 A. That's what it looks like.</p>	<p style="text-align: right;">Page 72</p> <p>1 Q. -- in King County Superior Court.      2 A. Yes.      3 Q. And the reason was because he was in breach      4 of the agreement?      5 A. Yes.      6 Q. And he was in breach because he didn't      7 return the stipulation.      8 A. Well, there was never technically an      9 agreement, because he never signed it, which was      10 explained to him in the letter that I referenced      11 multiple times.      12 Q. We talked earlier about notes of attempts to      13 contact Mr. Weinstein and his attorney.      14 Do those notes include attempted contacts in      15 October of 2015?      16 A. I'm not sure. We can look and get you that      17 information, but I'm not sure.      18 MR. SANTIAGO: Nicole, are you okay getting      19 that together?      20 MS. STRICKLER: I'm sorry, what was that      21 again? The contact with --      22 THE WITNESS: The attempts.      23 MS. STRICKLER: -- the attorney?      24 MR. SANTIAGO: The attempts to contact      25 Mr. Weinstein in October of 2015, if it exists.</p>
<p style="text-align: right;">Page 71</p> <p>1 Q. -- Mr. Weinstein was in breach of the      2 agreement?      3 A. Yes.      4 Q. How was he in breach?      5 A. He didn't return the stipulation.      6 Q. Did an attorney contact Mandarich about the      7 case in October of 2015 or any time before that?      8 A. I'm not sure when the attorney contacted us.      9 Because either before or after, either way, we      10 couldn't get ahold of him.      11 Q. So you're not sure if an attorney was      12 working on this case for Mr. Weinstein in October of      13 2015?      14 A. Let me think back to my review. I believe      15 it was after this time that Mr. Weinstein retained an      16 attorney, I believe.      17 Q. So --      18 A. So we would have attempted to contact      19 Mr. Weinstein directly to revive, and we were unable      20 to. Post we were unable to get ahold of the attorney      21 as well, I believe. But I don't have my notes so I'm      22 not exactly sure.      23 Q. So in October of 2015 Mandarich filed the      24 lawsuit against Mr. Weinstein --      25 A. Yes.</p>	<p style="text-align: right;">Page 73</p> <p>1 MS. STRICKLER: Sure.      2 A. I do know that it exists at least prior to      3 that.      4 Q. (By Mr. Santiago) Attempts to contact him      5 exist prior to October of 2015?      6 A. Yes.      7 MS. STRICKLER: And if you like, I can just      8 give you a list of all the times we attempted to talk      9 to him.      10 MR. SANTIAGO: Yeah, that would be great.      11 MS. STRICKLER: That's fine. I'll just need      12 to make a note real fast. Okay. Go ahead.      13 Q. (By Mr. Santiago) So we just established      14 that the reason Mandarich filed this lawsuit is      15 because Mr. Weinstein had not followed through with      16 the terms of the agreement.      17 Was he still --      18 A. I'm sorry, I just wanted to clarify.      19 Q. Sure. Go ahead.      20 A. Again, there wasn't an agreement ultimately,      21 because he didn't send the stipulation back. So there      22 wasn't a signed agreement by him.      23 Q. Was Mandarich still processing payments from      24 Mr. Weinstein at this time?      25 A. Yes.</p>

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<p>1 Q. Had Mr. Weinstein missed any payments up to 2 this point?</p> <p>3 A. That I don't -- up to October?</p> <p>4 Q. Yes.</p> <p>5 A. I don't believe so. I don't have the ledger 6 on me, but I don't believe so.</p> <p>7 Q. What prompted, other than the fact that 8 Mandarich believes that he -- strike that.</p> <p>9 What prompted Mandarich to -- strike that 10 too. I'm trying to balance the line here.</p> <p>11 What is it that prompted Mandarich to review 12 the file to make the determination that the case 13 needed to be filed?</p> <p>14 A. Okay. My understanding is, at the time, so 15 we would have somebody review the file to determine if 16 a stipulation had been returned. This individual I 17 believe had reviewed the file on multiple occasions, 18 requested that contact be made to revive it and get it 19 back. And at some point in time, probably right 20 before October, had communicated to the operations 21 team that it has not been returned, and so now it 22 needed to be reviewed for a lawsuit.</p> <p>23 Q. Now, you said "it needed to be reviewed for 24 a lawsuit."</p> <p>25 A. Mm-hmm.</p>	<p>1 you?</p> <p>2 A. What I would always do with the file; I'd 3 review it, make a determination on whether we should 4 proceed, and approve or deny.</p> <p>5 Q. And did you make a determination to proceed 6 on this case?</p> <p>7 A. Yes, we did.</p> <p>8 Q. And what did you determine was the next step 9 necessary to proceed?</p> <p>10 A. For purposes of the superior court, that we 11 file a lawsuit and that you can default it.</p> <p>12 Q. Were you aware, when you reviewed the file 13 for the purposes of filing the complaint, that 14 Mr. Weinstein had contacted Mandarich at some point in 15 the past?</p> <p>16 A. I believe so.</p> <p>17 Q. Were you aware that he had contacted 18 Mandarich in relation to receiving the lawsuit?</p> <p>19 A. In relation to receiving the lawsuit. I 20 can't say that I was.</p> <p>21 Q. Is there any record that would indicate that 22 he contacted Mandarich as a result of receiving the 23 lawsuit?</p> <p>24 A. Not that I'm aware. So you mean like the 25 reason why he called was because he was served?</p>
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<p>1 Q. Was there already a lawsuit in place?</p> <p>2 A. Actually I'm glad you said that. I'm sorry.</p> <p>3 It needed to be reviewed for next step, 4 which would have been filing of the lawsuit and 5 default.</p> <p>6 Q. So how do you know that these events 7 occurred? And when I say "these events", I mean that 8 somebody reviewed the file and then made these 9 determinations.</p> <p>10 A. The legal file that I mentioned earlier.</p> <p>11 Q. Which department was it that was reviewing 12 the case regarding the stipulation to make those 13 determinations?</p> <p>14 A. It would have been somebody in the 15 operations department.</p> <p>16 Q. And then when they believed that the lawsuit 17 needed to be filed, who did they talk to?</p> <p>18 A. They would have communicated to the 19 responsible parties within the operations department, 20 which would have been somebody different, to take the 21 next step and then make sure that that documentation 22 got to you.</p> <p>23 Q. So ultimately the file got to you?</p> <p>24 A. Yep.</p> <p>25 Q. And what did you do when the file got to</p>	<p>1 Q. Right.</p> <p>2 A. I don't recall there being any record that 3 says that. But I do know that at the time I saw the 4 lawsuit, he would have been making payments, which 5 means he would have been in contact with us.</p> <p>6 Q. Did you review the date of service when you 7 reviewed the file in 2015 or later 2015 and made the 8 determination to file the lawsuit?</p> <p>9 A. I likely did, but I can't tell you yes or 10 no. It would be normal that I would look for service.</p> <p>11 Q. And what is your understanding of when a 12 case begins in Washington?</p> <p>13 A. Can you explain what you mean by "case 14 begins"?</p> <p>15 Q. What is the event that triggers a lawsuit in 16 Washington?</p> <p>17 A. Filing of the complaint.</p> <p>18 I mean, I guess you're asking a different 19 question. So district court, superior court, I'm not 20 sure I understand.</p> <p>21 Q. Well, for this particular lawsuit.</p> <p>22 A. Well, when we generate a lawsuit and serve 23 them, I mean the process starts. I don't know if 24 you're saying if in the court system it starts when 25 it's filed. I'm not sure of that which you're asking.</p>

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<p>1       Q. Let me rephrase here. In Superior Court in 2 Washington when does a case begin -- strike that. I'm 3 trying to think of a way to phrase this. I think I'll 4 come back to that.</p> <p>5       When you reviewed the case prior to filing 6 the lawsuit, you were aware that Mr. Weinstein had 7 contacted Mandarich; correct?</p> <p>8       A. I had reason to believe he would have, based 9 on the fact that he would be making payments.</p> <p>10      Q. And at the time that you reviewed, you were 11 aware that he had entered into a payment plan with 12 Mandarich?</p> <p>13      A. I believe so. Again, this was three and a 14 half years ago, so I can't specifically attest to what 15 I recall at that time. I can only attest to what I 16 would normally do in my procedure.</p> <p>17      Q. At that time would the file that you 18 reviewed have reflected that he entered into a payment 19 plan?</p> <p>20      A. It would have shown that he was making 21 payments.</p> <p>22      Q. And would the file have shown that he had 23 made payments every month since entering into the 24 payment arrangement?</p> <p>25      A. It should have.</p>	<p>1       of '16.</p> <p>2       Q. Now, you said he stopped making payments. 3 How did he stop making payments?</p> <p>4       A. I don't know how he stopped making payments. 5 I know that payments were no longer being processed; 6 we believe that his card had expired. So when we 7 tried to, I believe debit his card, it was showing as 8 invalid.</p> <p>9       Q. So --</p> <p>10      A. Which means he stopped.</p> <p>11      Q. Did you let him know that his card had 12 expired?</p> <p>13      A. We didn't know. We tried to contact him, 14 but he wouldn't get back to us.</p> <p>15      Q. Did you send him a letter about it?</p> <p>16      A. I don't believe so. But I believe we made 17 multiple phone calls to try to contact him.</p> <p>18      Q. And you may have answered this already, but 19 there is no recordings of those attempted calls?</p> <p>20      A. Not that I'm aware of. We talked about 21 earlier that the retention of some of that stuff is 22 not in our possession or might not even exist anymore, 23 so we have produced what we can get access to. But I 24 can't attest to the fact whether they actually exist or not.</p>
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<p>1       MR. SANTIAGO: Can we go off the record for 2 a second.</p> <p>3           (Off the record.)</p> <p>4       Q. (By Mr. Santiago) So I think where I was, 5 was at the time that you reviewed the case in 2015 6 would the file that you reviewed have reflected that 7 he made payments every month since entering into the 8 agreement?</p> <p>9       A. It should have.</p> <p>10      Q. What is the reason for the stipulation?</p> <p>11      A. Can you be a little bit more specific?</p> <p>12      Q. Well, so you mentioned that the reason you 13 filed the case is because Mr. Weinstein didn't return 14 the stipulation.</p> <p>15      A. Yes.</p> <p>16      Q. But you also testified that he had been 17 making payments since first contacting Mandarich.</p> <p>18      A. Yes.</p> <p>19      Q. So if he had been making payments, why did 20 you need the stipulation?</p> <p>21      A. He stopped. That's the exact reason why I 22 needed it.</p> <p>23      Q. So in October of 2015 he had stopped making 24 payments?</p> <p>25      A. No, he stopped, I believe we said in March</p>	<p>1       MS. STRICKLER: I can check for you.</p> <p>2       MR. SANTIAGO: Sure.</p> <p>3       Q. (By Mr. Santiago) And sorry to rehash this 4 stuff again.</p> <p>5       A. It's okay.</p> <p>6           (Exhibit 8 marked for identification.)</p> <p>7       MR. SANTIAGO: Nicole, this is the case 8 schedule. And I'll just wait until Nicole says she's 9 got it up.</p> <p>10      MS. STRICKLER: I have it now. Thank you.</p> <p>11      Q. (By Mr. Santiago) So looking at Exhibit 8, 12 do you recognize that document?</p> <p>13      A. Yes.</p> <p>14      Q. What is it?</p> <p>15      A. It looks like the case schedule for the 16 underlying lawsuit that's subject to this matter.</p> <p>17      Q. Did you send this document to Mr. Weinstein? 18 And when I say "you", I mean Mandarich.</p> <p>19      A. I believe so. When this gets filed, when 20 the lawsuit gets filed, generally we get this and 21 we're required to send it. But I'm not a hundred 22 percent sure.</p> <p>23      Q. Can I refer you to, I believe it's 24 Exhibit 5. I'm not sure of the page, but if we can 25 skip to Interrogatory 8.</p>

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<p style="text-align: right;">Page 82</p> <p>1 A. Okay, I see that.      2 Q. Does this refresh your memory about what      3 Mandarich did?      4 A. Yes. So this is saying, yes, that we did      5 serve a copy of the case schedule.      6 Q. When was that sent to Mr. Weinstein?      7 A. It says in March of 2016.      8 Q. So it had been five months since you filed      9 the case when you sent him this schedule?      10 A. It's possible.      11 Q. Why do that?      12 A. I have no idea.      13 Q. And continuing to look at, in response to      14 Interrogatory 8, that's Exhibit 5, page seven.      15 A. Got it.      16 Q. It says that you also sent a complaint to      17 Mr. Weinstein; is that correct?      18 A. That's what this says.      19 MS. STRICKLER: Tyler, I notice on this case      20 schedule a lot of the pages are -- can't really read      21 them. Is it a bad scan?      22 MR. SANTIAGO: No.      23 Can we go off the record for a second.      24 (Recess 2:11 p.m. to 2:19 p.m.)      25 MR. SANTIAGO: Can you tell me where we</p>	<p style="text-align: right;">Page 84</p> <p>1 A. Because as I was reading it and you were      2 pointing it out, I don't know why that would even      3 happen five months later. It's likely that we sent it      4 out at the time it happened, which is our process.      5 But for purposes of this response, we were      6 communicated by, at the time plaintiff's counsel, and      7 he submitted that case schedule directly to us.      8 Q. That's the same month that payments were      9 unable to be processed; right?      10 A. Is it? Oh, yeah, okay.      11 MR. SANTIAGO: I need one minute to go print      12 some documents.      13 (Off the record 2:20-2:26.)      14 (Exhibit 9 marked for identification.)      15 MR. SANTIAGO: Nicole, I'm going to enter as      16 Exhibit 9, our responses to Mandarich's requests for      17 admission. And I didn't email you a copy, but I      18 assume you have it anyway.      19 MS. STRICKLER: I do. Plaintiff's      20 objections and responses. Okay.      21 Q. (By Mr. Santiago) I have given you      22 Exhibit 9. Do you recognize that document?      23 A. Yes.      24 Q. What is it?      25 A. It is Plaintiff's Responses to Defendant's</p>
<p style="text-align: right;">Page 83</p> <p>1 were?      2 COURT REPORTER: "Question. It says that      3 you also sent a complaint to Mr. Weinstein; is that      4 correct?"      5 "Answer. That's what this says."      6 A. Yes, were talking about Interrogatory 8.      7 And I actually wanted to make a      8 clarification on the interrogatory.      9 Q. (By Mr. Santiago) Sure.      10 A. So as I was reading this and you pointed it      11 out, I don't believe that we sent anything in March of      12 2016. I believe this was an error in our response.      13 That we received this information from his      14 counsel in March, but this was all sent to him back at      15 the time that it was filed, the case management      16 schedule.      17 I don't have any record to show that that      18 was the case, but as I was reading it this definitely      19 was in response to opposing counsel sending us the      20 case schedule. So I'm not sure exactly why he sent it      21 to us or whatever it was, but I wanted to clarify      22 that. Because I think we need to amend this      23 interrogatory.      24 Does that make sense?      25 Q. Okay. I understand.</p>	<p style="text-align: right;">Page 85</p> <p>1 First Requests for Admission.      2 Q. Can I have you turn to page four.      3 A. Okay.      4 Q. And on page four do you see number 13?      5 A. Number 13, yes.      6 Q. And it says "In March of 2016, You received      7 a copy of the filed summons and complaint in the      8 Lawsuit."      9 A. Yes.      10 Q. So this is you asking Mr. Weinstein to admit      11 that he received a copy of the summons and complaint      12 in March of 2016.      13 MS. STRICKLER: I'm just going to object at      14 this point to where you're kind of crossing over to      15 where Mr. Vos is acting as like defense counsel. This      16 is a 30(b)(6) dep. He's answering on behalf of the      17 corporation. So there is a distinguishing factor to      18 be made here relative to that.      19 I just want to put that on the record that      20 his answers will be just in his capacity as a 30(b)(6)      21 representative, not as counsel.      22 MR. SANTIAGO: Sure.      23 Q. (By Mr. Santiago) So going back to number      24 13 --      25 A. Yes.</p>

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<p style="text-align: right;">Page 86</p> <p>1 Q. -- Mandarich propounded discovery to 2 Mr. Weinstein; is that correct? 3 A. Yes. 4 Q. And it asked for Mr. Weinstein to admit that 5 in March of 2016, he received a copy of the filed 6 summons and complaint in the lawsuit. 7 A. I see that. 8 Q. And number 14, which is on the next page, it 9 asks Mr. Weinstein to admit that in March of 2016, he 10 received a copy of the order setting case schedule in 11 the lawsuit. 12 A. I see that, yes. 13 Q. So you testified earlier that the March 2016 14 date was incorrect. 15 A. I believe so. 16 Q. Why do you believe that? 17 A. I don't have a record to reflect that it was 18 sent that way. I believe that it was based on the 19 communication from opposing counsel, like I explained 20 earlier. 21 Q. Why would Mandarich ask Mr. Weinstein to 22 admit to receiving these documents? 23 MS. STRICKLER: Wait. I'm going to object. 24 Don't answer that question, Ryan. That is like 25 completely attorney-client privilege and like</p>	<p style="text-align: right;">Page 88</p> <p>1 MR. SANTIAGO: Sure. I get what you're 2 saying. So you're instructing Mr. Vos not to answer? 3 MS. STRICKLER: I am. 4 MR. SANTIAGO: Okay. So I'm not asking you 5 what was said, but who is this communication to? When 6 did it happen to create this privilege? 7 THE WITNESS: I'm sorry, are you asking me 8 or Nicole? 9 MR. SANTIAGO: I'm asking Nicole, I'm sorry. 10 So the privilege is being asserted -- 11 MS. STRICKLER: You're asking for Mr. Vos's 12 mental processes in drafting this request to admit to 13 plaintiff. So it's work product in that you're asking 14 for the attorney's strategy why they asked that 15 particular question. So it is privileged. 16 Whether you want to say it's work product or 17 you want to say it's attorney-client privileged, 18 Mr. Vos talking to himself in this particular 19 instance, I don't know, but I can tell you that it's 20 definitely attorney strategy, and so it's not -- you 21 can't ask him the reason why he drafted the requests 22 for admission in this particular case. 23 MR. SANTIAGO: Okay. 24 MS. STRICKLER: Just like you wouldn't be 25 able to depose me and ask me that question if I had</p>
<p style="text-align: right;">Page 87</p> <p>1 litigation strategy work product. Don't answer that 2 question. 3 MR. SANTIAGO: Just to explore this 4 privilege issue, who has the privilege here? Who's 5 the client and who's the attorney? 6 MS. STRICKLER: I'm sorry, what? 7 MR. SANTIAGO: Who is the client and who is 8 the attorney in that privilege situation? 9 MS. STRICKLER: Well, Mandarich Law Group, 10 LLP is the client. The attorney is Mr. Vos. And I'm 11 not going to let you ask questions about why he, in 12 his capacity as an attorney, asked plaintiff a 13 particular question, because that does blur the lines 14 between the two. 15 So you're asking for like an attorney 16 strategy and why he asked plaintiff a particular 17 question? That's not discoverable. 18 MR. SANTIAGO: Okay. 19 MS. STRICKLER: If we were talking about a 20 question he asked in a state court case, I think you 21 could make that argument. But to the effect that 22 you're asking why he asked a question in the federal 23 case, I don't think that's something that's 24 discoverable. I think you're definitely into 25 privilege there.</p>	<p style="text-align: right;">Page 89</p> <p>1 drafted. 2 Mr. Vos is here as a 30(b)(6) representative 3 for the topics that are listed in the deposition 4 notice, none of which are why you draft your requests 5 to plaintiff. 6 MR. SANTIAGO: Okay. I understand what 7 you're saying. And I wasn't trying to pry into it 8 further, I just wanted to know who the attorney and 9 the client was when the communication was made. 10 Privilege would be, you know, communication 11 to an attorney for the purpose of legal advice. 12 So I'm just trying to figure out the 13 circumstances surrounding it. I'm not trying to pry 14 further into what it is, if that makes sense. So that 15 we -- 16 MS. STRICKLER: Okay. That's fine. 17 MR. SANTIAGO: I'll just move on, in any 18 case. 19 MS. STRICKLER: Okay. 20 Q. (By Mr. Santiago) So your testimony today 21 is that the information that you provided in your 22 interrogatory responses, Mandarich Law Group when I 23 say "you", Interrogatory No. 8 that you sent the 24 complaint, the order setting case schedule, and the 25 summons to Mr. Weinstein in March of 2016 is not</p>

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<p>1     correct.</p> <p>2     A. I don't believe that's correct.</p> <p>3     Q. And it's based on what?</p> <p>4     A. What's based on what?</p> <p>5     Q. Your assertion that it's not correct is 6     based on what?</p> <p>7     A. That it's not correct.</p> <p>8     Q. But what information?</p> <p>9     A. I don't believe that happened.</p> <p>10    Q. But why don't you believe that?</p> <p>11    A. I don't need to give you a reason, I don't 12    believe that happened is what I'm trying to say.</p> <p>13    Q. But it was written in Mandarich's discovery 14    responses. So I'm saying what changed your mind?</p> <p>15    What information made the answer change?</p> <p>16    A. Based on the opposing counsel's 17    communication in March, I believe that there was -- I 18    believe that it was misconstrued as to how the 19    communication was -- I guess how the documentation was 20    given to -- or who it was given to.</p> <p>21    So I am very well aware that opposing 22    counsel sent Mandarich Law Group a case schedule in 23    March, but for purposes of communicating to 24    Mr. Weinstein, I don't believe that's accurate.</p> <p>25    Q. When we started in this line of questioning</p>	<p>1     Q. And what case was that document filed in?</p> <p>2     A. For CACH versus Thomas Weinstein.</p> <p>3     Q. And when was it filed?</p> <p>4     A. October 13, 2015.</p> <p>5     Q. Can I turn your attention to the section 6     called Declaration?</p> <p>7     A. Yes.</p> <p>8     Q. Can I have you read that and just let me 9     know when you're done?</p> <p>10    A. The entire declaration?</p> <p>11    Q. Yes.</p> <p>12    A. Plaintiff --</p> <p>13    Q. I'm sorry, you don't need to read it out 14    loud. Sorry about that. Go ahead and just read it, 15    and let me know when you're done.</p> <p>16    MS. STRICKLER: Thank goodness.</p> <p>17    A. I know what it says. Go ahead.</p> <p>18    Q. (By Mr. Santiago) You say you know what it 19    says?</p> <p>20    A. Mm-hmm.</p> <p>21    Q. That was fast. How do you know what it says 22    so quickly?</p> <p>23    A. So quickly?</p> <p>24    Q. Yeah.</p> <p>25    A. Because I wrote it.</p>
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<p>1     you asked for a break?</p> <p>2     A. Yeah.</p> <p>3     Q. Did you call anyone on your break?</p> <p>4     A. I did.</p> <p>5     Q. Who did you call?</p> <p>6     A. I called Nicole.</p> <p>7     Q. And when you say "Nicole", you mean?</p> <p>8     A. Nicole Strickler.</p> <p>9     Q. The attorney for Mandarich in this case?</p> <p>10    A. Yes.</p> <p>11    (Exhibit 10 marked for identification.)</p> <p>12    MR. SANTIAGO: Nicole, Exhibit 10 is the 13    Motion and Declaration for Default and Default 14    Judgment, which I sent you yesterday.</p> <p>15    MS. STRICKLER: The Motion and Order of 16    Default?</p> <p>17    MR. SANTIAGO: Yes.</p> <p>18    MS. STRICKLER: Got it. Thank you.</p> <p>19    Q. (By Mr. Santiago) So you have Exhibit 10.</p> <p>20    A. Yes.</p> <p>21    Q. Do you recognize that document?</p> <p>22    A. Yes.</p> <p>23    Q. What is it?</p> <p>24    A. It's a Motion and Declaration for Default 25    and Default Judgment.</p>	<p>1     Q. Do you draft a lot of these?</p> <p>2     A. Yes. And it's standard language.</p> <p>3     Q. So paragraph 3 --</p> <p>4     A. Yes.</p> <p>5     Q. -- says "Defendants have failed to file an 6     appearance/answer or otherwise defend, in accordance 7     with CR 55, within the time permitted by law."</p> <p>8     Is that correct?</p> <p>9     A. That's what it says, yes.</p> <p>10    Q. And the last paragraph says, "I declare 11    under penalty of perjury of the laws of the State of 12    Washington that the foregoing is true and correct."</p> <p>13    A. Yes.</p> <p>14    Q. And the date on this is October 8, 2015?</p> <p>15    A. Yes.</p> <p>16    Q. And whose signature is that at the bottom?</p> <p>17    A. It's mine.</p> <p>18    Q. So when you filed this document, it was your 19    understanding, after reviewing the file, that 20    Mr. Weinstein had failed to answer or appear in the 21    case?</p> <p>22    A. That's right. He did not file an appearance 23    and he did not answer.</p> <p>24    Q. Did he appear in the case?</p> <p>25    A. In the case?</p>

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<p>1 Q. Yeah.      2 A. No.      3 Q. Did not appear at all?      4 A. No.      5 Q. Now, this was filed on October 13, 2015 --      6 strike that.      7 So this was filed shortly after the      8 complaint was filed with the court; is that correct?      9 A. Yes.      10 Q. Was he still making payments at this point?      11 A. Yes.      12 Q. Why file for a judgment if he was making      13 payments?      14 A. As I've explained, he didn't return the      15 stipulation. It was part of the requirement of the      16 agreement.      17 Q. So if I can have you turn to page three.      18 A. Yes.      19 Q. Do you recognize that document?      20 A. Yes. Order of Default and Default Judgment.      21 Q. Did you sign this document?      22 A. Yes.      23 Q. So can I turn your attention to where it      24 says Principal Amount?      25 A. Yes.</p>	<p>1 A. There were payments made.      2 Q. How much in payments were made?      3 A. I'm not sure how many payments were made.      4 Q. So you say there is a clerical error.      5 A. Yes.      6 Q. What was the clerical error?      7 A. The payments that were made would have been      8 placed in the Credits section. So where it says zero,      9 it should have had the total amount of payments, which      10 would reduce the net total.      11 Q. And why were the credits not accounted for?      12 A. It was a clerical error.      13 Q. So who generates this document?      14 A. At the time the system Q-Law would have been      15 generated, generated the document by a clerical staff,      16 and then handed to me.      17 Q. So this was generated by a computer system.      18 A. Yes.      19 Q. What prompted it to be generated?      20 A. Well, we talked about that earlier. So      21 there would have been a time frame that had passed, we      22 would have reviewed the file. At this stage when we      23 talked about it, one of the staff members had noticed      24 that the stipulation hadn't been returned, despite      25 efforts to try to get it to be returned, so we filed</p>
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<p>1 Q. It's \$3,028.05.      2 A. Yes.      3 Q. Is that the original amount that CACH and      4 Mandarich were seeking when it first sent the lawsuit      5 to Mr. Weinstein?      6 A. I believe so.      7 Q. And can we go down to Total?      8 A. Yes.      9 Q. Where it says \$3,558.05?      10 A. Yes.      11 Q. Is that the total amount of judgment that      12 Mandarich and CACH got in this case?      13 A. Yes.      14 Q. So above Total it says Credits.      15 A. Yes.      16 Q. And next to it it says zero dollars.      17 A. Yes.      18 Q. Is that accurate?      19 A. No.      20 Q. Why isn't it accurate?      21 A. It's a clerical error.      22 Q. Clerical error?      23 A. Yes.      24 Q. It's a clerical error, but what makes it not      25 accurate?</p>	<p>1 the lawsuit and generated the default.      2 Q. Before you signed off on this document, did      3 you review the file?      4 A. Yes.      5 Q. And would the file have reflected payments?      6 A. Yes.      7 Q. So when you reviewed this document and      8 signed it and filed it, you were aware that payments      9 had been made.      10 A. Yep.      11 Q. Yet the document still reflects that none      12 were made?      13 A. Yes, that's accurate. I review for      14 payments. I'm sure I did review for payments. This      15 was a simple clerical error. It was part of my      16 process.      17 Q. Would it be fair to say there was more than      18 one clerical error here?      19 A. It's possible.      20 Q. Well, I mean first the document was      21 generated with zero; that would be a clerical error.      22 A. Yes.      23 Q. And then you reviewed it, and you did not      24 notice that the payments were not credited?      25 A. Yes.</p>

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<p>1 Q. Is that a clerical error as well?</p> <p>2 A. It is, yeah.</p> <p>3 We have policies in place to implement</p> <p>4 payments on our forms. In my review I review for</p> <p>5 payments. So, yes, I made a clerical error on this.</p> <p>6 Q. What is it that populates the information on</p> <p>7 this document?</p> <p>8 A. It would be the information that would have</p> <p>9 at the time been in Q-Law.</p> <p>10 Q. So before it was even printed there would be</p> <p>11 data in Q-Law reflected -- strike that.</p> <p>12 Before it was printed the data in Q-Law</p> <p>13 would reflect all of the principal and payments that</p> <p>14 were made.</p> <p>15 A. Yes.</p> <p>16 Q. So why didn't Q-Law populate credits with</p> <p>17 anything in this particular instance?</p> <p>18 A. I don't know. That's the issue here. I</p> <p>19 really don't know.</p> <p>20 I mean the way that the forms are generated,</p> <p>21 the fields and the data that they all pull from, these</p> <p>22 types of things happen. It's not often, but clerical</p> <p>23 errors do take place.</p> <p>24 Q. So this has happened before?</p> <p>25 A. In this file? No.</p>	<p>1 Q. Is that an accurate recollection of the</p> <p>2 actual balance?</p> <p>3 A. For purposes of the writ, no. But it's</p> <p>4 netted out at the bottom in the total.</p> <p>5 Q. And the interest that is there, what amount</p> <p>6 is that calculated on?</p> <p>7 A. The interest under judgment for 10/13/15 to</p> <p>8 '17 would be on the judgment.</p> <p>9 Q. Would be on the judgment.</p> <p>10 A. Mm-hmm.</p> <p>11 Q. So it would be on \$3,558.05?</p> <p>12 A. Yes.</p> <p>13 Q. So at this point, on April 19, 2017, was</p> <p>14 Mr. Weinstein making payments?</p> <p>15 A. No.</p> <p>16 Q. And so this Payments net of costs applied,</p> <p>17 that reflects how much he had paid over the course of</p> <p>18 this payment plan with Mandarich?</p> <p>19 A. Should have been.</p> <p>20 Q. So you said that the interest was calculated</p> <p>21 on the full balance of the judgment?</p> <p>22 A. Yes. That's how the writ works.</p> <p>23 Q. Is it fair to say that there was more</p> <p>24 interest calculated than should have been?</p> <p>25 A. It's possible. I haven't done the math.</p>
<p style="text-align: center;">Page 99</p> <p>1 Q. In any other file?</p> <p>2 A. Generally speaking is that we're not</p> <p>3 perfect.</p> <p>4 Q. So is it fair to say that Mr. Weinstein did</p> <p>5 not owe \$3,028.05 when this document was filed?</p> <p>6 A. When the document was filed, I don't believe</p> <p>7 so.</p> <p>8 (Exhibit 11 marked for identification.)</p> <p>9 MR. SANTIAGO: Nicole, we're moving on to</p> <p>10 Exhibit 11, which is the first Writ of Garnishment</p> <p>11 from, I believe it's April.</p> <p>12 MS. STRICKLER: April 2017. Got it.</p> <p>13 Q. (By Mr. Santiago) So you have Exhibit 11.</p> <p>14 Do you recognize that document?</p> <p>15 A. Yes.</p> <p>16 Q. What is it?</p> <p>17 A. Writ of Garnishment for Continuing Lien on</p> <p>18 Earnings.</p> <p>19 Q. And let's turn to page three. Is that your</p> <p>20 signature?</p> <p>21 A. Yes.</p> <p>22 Q. So looking at page one, Balance of Judgment.</p> <p>23 A. Yes.</p> <p>24 Q. \$3,558.05. Is that accurate?</p> <p>25 A. That matches what the judgment was.</p>	<p style="text-align: center;">Page 101</p> <p>1 Q. But in the universe of it being calculated</p> <p>2 on the \$3,558.05, that would be too much because he</p> <p>3 actually had been making payments before the judgment;</p> <p>4 right?</p> <p>5 A. If it wasn't given credit for, yes.</p> <p>6 (Exhibit 12 marked for identification.)</p> <p>7 Q. (By Mr. Santiago) Do you recognize this</p> <p>8 document?</p> <p>9 A. Yes.</p> <p>10 Q. What is it?</p> <p>11 A. It is a Writ of Garnishment for Continuing</p> <p>12 Lien on Earnings. It appears to be a second one.</p> <p>13 Q. This was filed October 20, 2017?</p> <p>14 A. It was received by the payroll department,</p> <p>15 it looks like at Trader Joe's, yeah.</p> <p>16 Q. So this was actually filed --</p> <p>17 A. It would have been prior to that at some</p> <p>18 point.</p> <p>19 Q. Right.</p> <p>20 A. But I believe it was -- let's see. It was</p> <p>21 stamped by the court in October of '17.</p> <p>22 Q. So looking at Balance of Judgment,</p> <p>23 \$3,558.05, is that an accurate reflection of how much</p> <p>24 Mr. Weinstein owed?</p> <p>25 A. No. We already talked about that.</p>

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<p>1        Q. Right. And the Interest under Judgment from      2        10/13/2015, which is the date that the judgment was      3        entered, to the date that I guess this document was      4        generated, September 14, 2017 --</p> <p>5        A. Yes.</p> <p>6        Q. -- is that calculated on the full judgment      7        amount?</p> <p>8        A. Yes, minus payments.</p> <p>9        MR. SANTIAGO: Can we go off the record for      10      a second.</p> <p>11        (Off the record 2:49-2:50.)</p> <p>12        (Exhibit 13 marked for identification.)</p> <p>13        Q. (By Mr. Santiago) So you're looking at      14      Exhibit 13. Do you recognize that document?</p> <p>15        A. Yes.</p> <p>16        Q. What is that?</p> <p>17        A. This is Mandarich's Amended Affirmative      18      Defenses.</p> <p>19        Q. And so let's talk about on page two,      20      Defense 1, which is the Bona Fide Error defense.</p> <p>21        A. Yes.</p> <p>22        Q. Paragraph 2 says "Any violation occurred      23      despite the maintenance by Defendants of procedures      24      reasonably adapted to avoid such error."</p> <p>25        A. Okay.</p>	<p>1        says "Specifically, relative to...Defendant's policy      2        is to provide consumers with notice as required by      3        CR 55."</p> <p>4        Is that what you're referring to?</p> <p>5        Q. We can talk about that. I'm just asking      6        which errors occurred. You're asserting in your      7        affirmative defense that an error occurred, so I'm      8        just asking what they are.</p> <p>9        A. Well, I'm not saying that an error did      10      occur. I'm saying if you're pleading that an error      11      occurred, and if it was specific to notice being      12      provided for purposes of default, then we have a      13      policy that addresses that.</p> <p>14        Q. Okay.</p> <p>15        A. And so therefore we have a bona fide error      16      defense to that.</p> <p>17        Q. So maybe going forward we can just assume      18      that these are errors and --</p> <p>19        A. Well, I'm not going to assume any errors.      20      But we can address the fact that if there were an      21      error, we believe that we have a policy that would      22      alleviate from that, and that's why we pled the bona      23      fide error.</p> <p>24        Q. So if I understand what you're saying,      25      you're saying that the bona fide error defense applies</p>
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<p>1        Q. What is the error?</p> <p>2        A. Why don't you tell me.</p> <p>3        Q. Well, you're asserting the defense, so I'm      4        wondering what the error is that the defense applies      5        to.</p> <p>6        A. Specifically?</p> <p>7        Q. Yeah.</p> <p>8        A. Well, like I said, you're pleading, your      9        client is pleading that there were errors. So are you      10      being specific as to a particular situation? Because      11      then I can speak to that.</p> <p>12        Q. Well, essentially a bona fide error defense      13      is an affirmative defense.</p> <p>14        A. Yes.</p> <p>15        Q. So a defendant asserting that would have to      16      prove specific elements.</p> <p>17        A. Okay.</p> <p>18        Q. One of them would be that there was an      19      error.</p> <p>20        A. Okay.</p> <p>21        Q. So if you're going to prove the affirmative      22      defense, what are the errors that the defense applies      23      to?</p> <p>24        A. Well, I'm not necessarily saying there is      25      any. But if you're referring to number 3, which it</p>	<p>1        to some of plaintiff's claims.</p> <p>2        A. It's possible.</p> <p>3        Q. And part of the bona fide error defense is      4        that an error occurred.</p> <p>5        A. Okay.</p> <p>6        MS. STRICKLER: Actually, I think perhaps      7        just to assist with this, I think the problem is the      8        way that the bona fide error defense is being      9        described.</p> <p>10        As we know, it's the plaintiff's burden to      11      prove that there was a violation. If a violation is      12      then proved, then the burden can shift to defendant to      13      prove that it occurred despite the maintenance      14      procedures that were adapted.</p> <p>15        I know that we're all lawyers here, and      16      whatnot, I think we talked about a couple of errors      17      that have occurred throughout this particular      18      scenario. Whether or not those are violations of the      19      FDCPA, I think we can leave to a court to decide. But      20      if we want to just talk about some of the errors that      21      should not have occurred in this particular case, then      22      put aside whether or not those constitute violations,      23      I think perhaps we'll get a lot further and we won't      24      be arguing with each other. Just a suggestion.</p> <p>25        MR. SANTIAGO: I appreciate that. I</p>

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<p>1 disagree with you about how the affirmative defense 2 works.</p> <p>3 But for the purposes of moving on, we can 4 just go through the errors that I think you kind of 5 identified in this document.</p> <p>6 (By Mr. Santiago) Let's start with 7 paragraph 3.</p> <p>8 "Specifically, relative to 1692e, 9 Defendant's policy is to provide consumers with notice 10 as required by CR 55."</p> <p>11 So is the error here the failure to give 12 notice? Is that what this applies to?</p> <p>13 A. That's what it would apply to. That's what 14 I know that your client is suggesting.</p> <p>15 Q. So let's say assuming a violation, that's 16 what this defense applies to.</p> <p>17 A. Yes.</p> <p>18 Q. So that said, the policy of Mandarich is to 19 provide consumers with notice.</p> <p>20 A. Yes.</p> <p>21 Q. Did it provide notice to Mr. Weinstein?</p> <p>22 A. For purposes of this situation?</p> <p>23 Q. Yes.</p> <p>24 A. It did not provide notice, because there was 25 no appearance.</p>	<p>1 and therefore didn't merit notice originally. 2 However, as it relates to it had been over one year, 3 we do have a procedure in place to check for that, and 4 that's what this affirmative defense addresses.</p> <p>5 Q. What is the procedure?</p> <p>6 A. To check to make sure it's not over a year.</p> <p>7 Q. So if I understand what you're saying, your 8 procedure is to not violate the rule?</p> <p>9 A. The procedure is to check to ensure that 10 it's not over a year.</p> <p>11 Q. And --</p> <p>12 A. We have a procedure that requires us to do 13 that.</p> <p>14 Q. What is the procedure?</p> <p>15 A. To check.</p> <p>16 Q. Well, who checks?</p> <p>17 A. So the clerk will look and I will look.</p> <p>18 Q. I'm sorry, this is the first time I'm 19 hearing the term clerk. Who is the clerk?</p> <p>20 A. The operation person that generated the 21 document.</p> <p>22 Q. I didn't understand, I'm sorry.</p> <p>23 A. Yeah.</p> <p>24 Q. So the clerk generates the document.</p> <p>25 A. Yes.</p>
<p style="text-align: center;">Page 107</p> <p>1 Q. And it might help if we actually just look 2 at the complaint.</p> <p>3 MR. SANTIAGO: Let's go off the record for a 4 second.</p> <p>5 (Off the record 2:57-2:58.)</p> <p>6 (Exhibit 14 marked for identification.)</p> <p>7 Q. (By Mr. Santiago) So you have Exhibit 14.</p> <p>8 A. Yes.</p> <p>9 Q. Do you know what that document is?</p> <p>10 A. Yes. It's the plaintiff's complaint.</p> <p>11 Q. So we can agree that the bona fide error 12 defense applies to FDCPA claims?</p> <p>13 A. Yes.</p> <p>14 Q. So we'll only cover those in the complaint. 15 If I can turn your attention to page six, 16 paragraph 36.a., it says that "Obtained a default when 17 Mandarich failed to provide notice of the default 18 motion to Plaintiff as required by CR 55, both because 19 Mr. Weinstein had appeared in the case and because by 20 the time Mandarich filed for default, it had been over 21 one year."</p> <p>22 Does Mandarich assert that the bona fide 23 error defense applies to that claim?</p> <p>24 A. In part. So this claim references both. So 25 first we maintain that Mr. Weinstein did not appear,</p>	<p style="text-align: center;">Page 109</p> <p>1 Q. Does the computer system check?</p> <p>2 A. I'm not sure if that was built for the 3 computer system in Q-Law. I'm not sure about that. 4 But what I can tell you is is that I know I checked.</p> <p>5 Q. So the procedure is the document is printed 6 out.</p> <p>7 A. Yes.</p> <p>8 Q. The clerk looks it over to make sure.</p> <p>9 A. Yes.</p> <p>10 Q. Then you look it over.</p> <p>11 A. Right.</p> <p>12 Q. And after you look it over, it just goes 13 out?</p> <p>14 A. It would be rejected if it's incorrect, 15 sure.</p> <p>16 Q. And we can agree that this one was 17 incorrect.</p> <p>18 A. Right. Which is the whole purpose of the 19 bona fide error.</p> <p>20 Q. So if I understand you correctly, you're not 21 asserting a bona fide error when it comes to the 22 allegation that Mr. Weinstein appeared in the case.</p> <p>23 A. We don't believe that he appeared in the 24 case.</p> <p>25 Q. So the bona fide error defense does not</p>

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<p>1 apply to that particular claim.</p> <p>2 A. It wouldn't need to, because he didn't</p> <p>3 appear.</p> <p>4 Q. So you're not asserting it, is what I'm</p> <p>5 asking.</p> <p>6 A. If he doesn't require an appearance, then</p> <p>7 you wouldn't need to assert it. If otherwise he</p> <p>8 would, then we would assert it. But we don't believe</p> <p>9 he does, so it doesn't need to be asserted.</p> <p>10 Does that make sense?</p> <p>11 Q. I understand what you're saying.</p> <p>12 A. Mm-hmm.</p> <p>13 Q. So you don't believe that it needs to be</p> <p>14 asserted; correct, and therefore it is not being</p> <p>15 asserted.</p> <p>16 A. We don't believe it needs to be asserted in</p> <p>17 this circumstance, no.</p> <p>18 Q. And are you asserting it in this</p> <p>19 circumstance?</p> <p>20 A. If it were ruled that we had to have given</p> <p>21 notice for purposes of an appearance, we have a policy</p> <p>22 and procedure in place to give notice, so it would</p> <p>23 apply. But we don't need to assert it right now,</p> <p>24 because we don't believe that it's applicable.</p> <p>25 Q. So there is the potential for you to attempt</p>	<p>1 had contacts with Mr. Weinstein, including receiving</p> <p>2 payments from him."</p> <p>3 Are you asserting the bona fide error</p> <p>4 defense to that claim?</p> <p>5 A. No.</p> <p>6 Q. C. "Obtained a default judgment despite</p> <p>7 Mr. Weinstein's appearance."</p> <p>8 Are you asserting a bona fide error defense</p> <p>9 to that claim?</p> <p>10 A. Again, if it relates to the appearance</p> <p>11 portion, no. It all goes to the same question that</p> <p>12 you asked. So the one year, yes.</p> <p>13 Q. Are you asserting the bona fide error</p> <p>14 defense to letter d. "Obtained a default judgment</p> <p>15 based upon false and misleading representations"?</p> <p>16 A. Generally speaking, false and misleading</p> <p>17 representations, if you're referring to balance not</p> <p>18 being given credit, yes.</p> <p>19 Q. And what about -- strike that.</p> <p>20 So what is the procedure in place to avoid</p> <p>21 the balance issue that you spoke of?</p> <p>22 A. The balance issue?</p> <p>23 Q. Yes.</p> <p>24 A. So for purpose of credit.</p> <p>25 Q. Right.</p>
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<p>1 to assert it later if you were to, say, lose that</p> <p>2 claim.</p> <p>3 A. Okay.</p> <p>4 Q. Is that what you're saying?</p> <p>5 A. If it was ruled by the court or if you could</p> <p>6 show me a statute that says that you're supposed to</p> <p>7 provide notice when an appearance is made, because he</p> <p>8 made a phone call, then we have a policy in place that</p> <p>9 would ultimately -- currently that would ultimately</p> <p>10 provide for that notice.</p> <p>11 Q. I appreciate that. But that wasn't my --</p> <p>12 that didn't really respond to my question.</p> <p>13 A. Okay.</p> <p>14 Q. So what I'm asking is, are you asserting the</p> <p>15 bona fide error defense to the allegation that he had</p> <p>16 appeared in the case and --</p> <p>17 A. No.</p> <p>18 Q. -- required notice?</p> <p>19 A. No.</p> <p>20 Q. You're not asserting that.</p> <p>21 A. No.</p> <p>22 Q. Thank you.</p> <p>23 So moving on to b., "Represented to the</p> <p>24 Court that Plaintiff had failed to defend or otherwise</p> <p>25 appear in the Collection Lawsuit when Defendant had</p>	<p>1 A. So as I mentioned earlier, similarly to</p> <p>2 reviewing for purposes of a year, similarly that that</p> <p>3 would be the same thing that would happen upon the</p> <p>4 review of the complaint and of the default; you would</p> <p>5 review for credits, ensure that it's properly</p> <p>6 allocated. So it would be in part of the review.</p> <p>7 Q. So the procedure is to review the documents</p> <p>8 before they're filed to make sure they comply with the</p> <p>9 rules?</p> <p>10 A. Yes.</p> <p>11 Q. Is it fair to say you'd have to do that</p> <p>12 anyway?</p> <p>13 A. Sure. The problem with that though is that</p> <p>14 you're just assuming it's being reviewed. So we have</p> <p>15 a process where you actually go through certain items</p> <p>16 to make sure that those particular items separately</p> <p>17 qualify.</p> <p>18 Q. Tell me about the process.</p> <p>19 A. That's what it is.</p> <p>20 Q. Just to look.</p> <p>21 A. Were payments made? Look at the system and</p> <p>22 make sure that that was the case. Where was service?</p> <p>23 When did that happen? Did the file go bankrupt? The</p> <p>24 file didn't go bankrupt. Are they deceased? There is</p> <p>25 no -- they haven't -- there is no deceased.</p>

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<p>1        So there is different things that you might      2        look at to determine, okay, should we proceed. You      3        would like to think that all of those types of things      4        might just happen in any given Sunday, but that's our      5        policy and procedure to review for these things.</p> <p>6        Q. Are you asserting the bona fide error      7        defense to letter e., which is "Represented to      8        Mr. Weinstein that they would take payments" -- they      9        meaning Mandarich -- "to settle the case, but obtained      10      judgment despite ongoing payments"?</p> <p>11      A. I don't know if I fully understand the      12      allegation.</p> <p>13      MS. STRICKLER: Ryan, to the extent you      14      don't know, you don't know. I mean you don't have a      15      factual basis. You're not here to talk about legal      16      strategy. So to the extent you have facts, go ahead      17      and answer. To the extent you don't --</p> <p>18      THE WITNESS: Okay.</p> <p>19      Q. (By Mr. Santiago) So are you asserting the      20      bona fide error defense to letter f. "Represented in a      21      motion that Mr. Weinstein owed \$3,028.05, despite the      22      fact that he had already paid \$1,470.77"?</p> <p>23      A. Yes. It goes back to several of the other      24      ones previously.</p> <p>25      Q. And just so I'm clear, the procedure in</p>	<p>1        defense to letter g., which states, "Represented in a      2        motion that all payments had been credited to the      3        alleged debt, when in fact no payments had been      4        credited"?</p> <p>5        A. Once again, same thing.</p> <p>6        Q. And I understand that it's the same one,      7        but --</p> <p>8        A. Yes.</p> <p>9        Q. -- I still have to go through them. I'm      10      sorry.</p> <p>11      A. Fair enough. Yes.</p> <p>12      Q. Thank you.</p> <p>13      And are you asserting the bona fide error      14      defense to letter i., which is "Filed two writs of      15      garnishment on a void judgment, and obtained funds      16      from Mr. Weinstein's employer on a garnishment, even      17      though the judgment was void"?</p> <p>18      A. We don't agree that the judgment was void.</p> <p>19      Q. So you're not asserting the bona fide error      20      defense to that allegation?</p> <p>21      A. I mean I don't believe so.</p> <p>22      Q. So I'm going turn your attention back to the      23      Amended Affirmative Defenses, I don't remember the      24      number.</p> <p>25      A. It's 13.</p>
<p style="text-align: center;">Page 115</p> <p>1        place to avoid this from happening is you check to      2        make sure it's accurate.</p> <p>3        A. Well, you check certain criteria to make      4        sure that it's accurate, yes.</p> <p>5        Q. And I'm sorry, just so I understand, what      6        are the criteria?</p> <p>7        A. Well, you just asked that and I just      8        answered it. So now you want me to answer it again?</p> <p>9        Q. This is a separate claim, so yeah.</p> <p>10      A. Well, actually it isn't. You say it      11      multiple different ways.</p> <p>12      Ultimately speaking, you're claiming that we      13      obtained a default that's false and misleading, which      14      ultimately you're saying is that it was the wrong      15      amount.</p> <p>16      And then in f. you say it was the wrong      17      amount.</p> <p>18      So you're saying it multiple different ways.</p> <p>19      So what I'm trying to say is that yes, we      20      have a process in place where we check to see if      21      payments were made. If payments were made, then      22      credit should be given.</p> <p>23      Once again, the same exact thing that I've      24      said before.</p> <p>25      Q. And are you asserting the bona fide error</p>	<p style="text-align: center;">Page 117</p> <p>1        MS. STRICKLER: So we're back to the Amended      2        Affirmative Defenses?</p> <p>3        MR. SANTIAGO: Yes. We're done with the      4        complaint for now.</p> <p>5        A. And really quick, I just want to clarify.</p> <p>6        Q. (By Mr. Santiago) Sure.</p> <p>7        A. Whatever we've asserted in the bona fide      8        error defenses is where we're applying our assertion,      9        okay.</p> <p>10      For example, I mean it says in number 8,      11      "Defendant's policy is further only to take      12      post-judgment collection efforts on valid judgments."</p> <p>13      So I don't believe that it's -- I believe      14      that it's a valid judgment, so that would apply in      15      that way. You can ask it however you want to ask it,      16      but ultimately we don't believe that it was an invalid      17      judgment.</p> <p>18      Does that make sense?</p> <p>19      Q. Okay.</p> <p>20      A. Assuming it was a valid judgment, that's      21      what our policy is. We don't do post-judgment efforts      22      on invalid judgments.</p> <p>23      Q. Do you have a procedure in place to avoid      24      that from happening?</p> <p>25      A. Yes. We have a procedure in place to avoid</p>

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Ryan Vos

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Page 118	Page 120
<p>1 what from happening?</p> <p>2 Q. The number 8 procedure to prevent taking</p> <p>3 post-judgment collection efforts on invalid judgments,</p> <p>4 I guess we would call it.</p> <p>5 A. Well, yeah, that's our policy to only obtain</p> <p>6 judgments that would be valid.</p> <p>7 Q. I'm sorry for stalling out here, I'm trying</p> <p>8 to avoid asking you legal questions, so just give me a</p> <p>9 second here.</p> <p>10 A. Sure.</p> <p>11 Q. Number 8 says your policy is to only take</p> <p>12 post-collection collection efforts on valid judgments.</p> <p>13 A. Yes.</p> <p>14 Q. Is there a procedure in place to prevent</p> <p>15 post-judgment collection on invalid judgments?</p> <p>16 A. I mean for purposes of proceeding on a</p> <p>17 judgment, if a judgment is stamped court ordered, then</p> <p>18 we would proceed on a judgment unless made otherwise</p> <p>19 unknown, we don't know.</p> <p>20 So if it's a judgment, and it's valid, and</p> <p>21 it's ordered by the court, then we would proceed on</p> <p>22 post-judgment.</p> <p>23 MS. STRICKLER: Ryan, maybe this would help.</p> <p>24 Maybe if you can talk about your policies and</p> <p>25 procedures about how you determine whether or not you</p>	<p>1 valid service.</p> <p>2 Q. So what do you do if judgment is in the</p> <p>3 incorrect amount? Because you mentioned you check to</p> <p>4 see if the amount is the correct amount.</p> <p>5 A. I mean it depends on the circumstance and</p> <p>6 how we become aware of it.</p> <p>7 Q. So is it fair to say that that happened in</p> <p>8 this case?</p> <p>9 A. What happened?</p> <p>10 Q. That the amount of the judgment was not</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. So what did Mandarich do when it figured</p> <p>14 that out?</p> <p>15 A. It gave credits on the writ.</p> <p>16 Q. Did it move to modify the judgment or --</p> <p>17 A. Amend?</p> <p>18 Q. -- amend?</p> <p>19 A. I don't have records to show that that</p> <p>20 happened.</p> <p>21 Q. So I'm going to try to speed it up here,</p> <p>22 because I know you've got to --</p> <p>23 A. Let me just check and see exactly what time</p> <p>24 it is.</p> <p>25 MR. SANTIAGO: Let's go off the record for a</p>
<p style="text-align: center;">Page 119</p> <p>1 undertake post-judgment collection efforts on a</p> <p>2 judgment, perhaps that would help answer Tyler's</p> <p>3 inquiries.</p> <p>4 Would that be helpful, Tyler?</p> <p>5 MR. SANTIAGO: Sure.</p> <p>6 A. Okay.</p> <p>7 MS. STRICKLER: Only if Tyler wants you to</p> <p>8 answer that.</p> <p>9 Q. (By Mr. Santiago) Sure.</p> <p>10 A. I mean okay. So if we obtain a judgment in</p> <p>11 a file, then before we were to review for any kind of</p> <p>12 post-judgment effort, we review to ensure that the</p> <p>13 judgment was obtained in the proper jurisdiction, that</p> <p>14 the judgment was for the amount it's supposed to be,</p> <p>15 that the asset was in the proper jurisdiction for</p> <p>16 purposes of Washington State law, and we'd execute</p> <p>17 accordingly.</p> <p>18 Q. Would you check to see if there was valid</p> <p>19 service, for example?</p> <p>20 A. On the underlying matter?</p> <p>21 Q. Yes.</p> <p>22 A. No. Valid service would be done prior to</p> <p>23 obtaining a judgment, not after judgment. So if</p> <p>24 you're now in the judgment stages, we've already</p> <p>25 checked for valid service; we won't check again for</p>	<p style="text-align: center;">Page 121</p> <p>1 second.</p> <p>2 (Off the record.)</p> <p>3 Q. (By Mr. Santiago) Can I turn your attention</p> <p>4 to paragraph 9 of the bona fide error defense.</p> <p>5 A. Yes.</p> <p>6 Q. I understand that you may feel as if you've</p> <p>7 gone over this already, but I'm just going through</p> <p>8 each individual assertion.</p> <p>9 A. Sure.</p> <p>10 Q. Number 9, "If then, Defendant (as described</p> <p>11 in Plaintiff's complaint) made a misstatement to the</p> <p>12 court relative to Plaintiff's failure to defend or</p> <p>13 otherwise appear, or concerning the credits applicable</p> <p>14 to Plaintiff's account, such act was done despite the</p> <p>15 maintenance of procedures reasonably adapted to avoid</p> <p>16 any such error."</p> <p>17 A. Yes.</p> <p>18 Q. What are those procedures?</p> <p>19 A. So we did talk already about the credits.</p> <p>20 So we have our forms, first of all are</p> <p>21 supposed to pull the credits into the template. And</p> <p>22 they are all supposed to be reviewed before they are</p> <p>23 sent out for filing.</p> <p>24 So for purposes of the credit component,</p> <p>25 we've talked about that a couple times, that's what</p>

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Page 122	Page 124
<p>1 happens there.</p> <p>2 And then for purposes of notice, we would</p> <p>3 provide notice pursuant to Washington State rules. So</p> <p>4 there is a whole different process before you can</p> <p>5 actually default. There is a motion process. So we</p> <p>6 would do that instead.</p> <p>7 Q. Who is it in your office that makes sure</p> <p>8 that your collection department complies with</p> <p>9 Washington law?</p> <p>10 A. So I want to clarify because you mentioned</p> <p>11 collection department. Are you talking about the</p> <p>12 agents that are on the phones, or are you talking</p> <p>13 about the operations department that deals with the</p> <p>14 documentation?</p> <p>15 Q. That's a good question. Actually I'm going</p> <p>16 to ask you about both.</p> <p>17 A. Okay.</p> <p>18 Q. In fact, thank you for clarifying, because I</p> <p>19 had forgotten that the operation department is the one</p> <p>20 that generates these documents.</p> <p>21 So who is it that makes sure the operations</p> <p>22 department complies with Washington law?</p> <p>23 A. Me.</p> <p>24 Q. And what do you do to make sure that they</p> <p>25 comply with Washington law?</p>	<p>1 put in place to say you need to look for X days.</p> <p>2 Q. Is it fair to say that the procedure is</p> <p>3 based on the law?</p> <p>4 A. Oh, yeah. Sure. But there is no</p> <p>5 interpretation happening at all.</p> <p>6 Q. Are these policies and procedures written</p> <p>7 down?</p> <p>8 A. Some are. I don't necessarily know if</p> <p>9 everything is written down.</p> <p>10 MR. SANTIAGO: Nicole, is it possible to get</p> <p>11 whatever exists in discovery?</p> <p>12 MS. STRICKLER: Yeah. Have some policies</p> <p>13 been produced?</p> <p>14 MR. SANTIAGO: I don't believe so. All I</p> <p>15 have are letters.</p> <p>16 I'm sorry, we can go off the record.</p> <p>17 (Off the record 3:19 to 3:21.)</p> <p>18 Q. (By Mr. Santiago) Going to Defense 3-</p> <p>19 Statute of Limitations, number 15. "Plaintiff</p> <p>20 complains of violations purportedly occurring more</p> <p>21 than one-year before the filing of his complaint."</p> <p>22 I realize that you're here as a fact witness</p> <p>23 30(b)(6), but do you know which particular claims are</p> <p>24 barred by one year statute of limitations?</p> <p>25 A. I mean I couldn't recite them all off</p>
<p style="text-align: center;">Page 123</p> <p>1 A. They get training.</p> <p>2 Q. We sort of talked about training before --</p> <p>3 A. Mm-hmm.</p> <p>4 Q. -- and you mentioned that the compliance</p> <p>5 department handles training.</p> <p>6 A. Yes.</p> <p>7 Q. So you work directly with the compliance</p> <p>8 department to train the operations department.</p> <p>9 A. Yes and no. Sometimes I'll just train</p> <p>10 directly.</p> <p>11 But ultimately speaking, to clarify, the</p> <p>12 operational department, they're not practicing law,</p> <p>13 they're not really doing anything that translates to</p> <p>14 legal decision making or anything of that sort. So</p> <p>15 it's not necessarily a Washington law issue. When</p> <p>16 that comes across my desk, that's my job.</p> <p>17 Q. Earlier we talked about when the document is</p> <p>18 generated by a clerk. Is that somebody in the</p> <p>19 operations department?</p> <p>20 A. Yes.</p> <p>21 Q. So that person is supposed to check the</p> <p>22 balance and also check the dates before bringing it to</p> <p>23 you, yet they don't have any legal training?</p> <p>24 A. Well, that has nothing to do with legal</p> <p>25 training. I mean that's a simple procedure that we</p>	<p style="text-align: center;">Page 125</p> <p>1 unfortunately.</p> <p>2 Q. Fair enough.</p> <p>3 MR. SANTIAGO: Let's go off the record.</p> <p>4 (Recess 3:22 p.m. to 3:28 p.m.)</p> <p>5 Q. (By Mr. Santiago) Just going back to the</p> <p>6 procedures that you have in place to prevent errors or</p> <p>7 FDCPA violations, you mentioned that the procedure for</p> <p>8 avoiding bad information in motions or -- sorry, you</p> <p>9 don't seem to like that word.</p> <p>10 A. Would you mean like applying credits?</p> <p>11 Q. Yes. So for example -- let me go back and</p> <p>12 start over.</p> <p>13 So the procedure for making sure that</p> <p>14 credits are applied are, one, the computer should have</p> <p>15 had it done, two -- I'm sorry, is that correct, the</p> <p>16 first one?</p> <p>17 A. Yes. The payments should be in the software</p> <p>18 program which should translate into the documents.</p> <p>19 Q. Does anyone check the computer to make sure</p> <p>20 it's functioning properly?</p> <p>21 A. There are reviews, there are general reviews</p> <p>22 that take place, but that would be aside and separate</p> <p>23 from, for example, actually going through and</p> <p>24 reviewing for a default. So it's completely separate.</p> <p>25 Q. So step two would be the clerk in the</p>

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<p>1 operations department would review it to make sure 2 that it's accurate?</p> <p>3 A. Yes.</p> <p>4 Q. And three is you would review it for a 5 Washington case.</p> <p>6 A. Yes.</p> <p>7 Q. So what happens when somebody violates those 8 procedures?</p> <p>9 A. Well, it depends on what violation we're 10 talking about. So if we're specific to this 11 particular situation, there would be retraining to 12 ensure that those policies and procedures are being 13 followed correctly.</p> <p>14 And if it was something that would be 15 chronic, you know -- and I'm not going to use this one 16 as an example, because I'm not familiar with that, but 17 let's say, for example, you have a collector that's 18 not using a script or what have you and it happens 19 multiple times, then we have a progressive program to 20 ensure that they would do that.</p> <p>21 Q. So when someone violates the procedure of 22 checking the credits portion in a motion for 23 default --</p> <p>24 A. Yes.</p> <p>25 Q. -- what happens? Because we sort of went</p>	<p>1 Q. (By Mr. Santiago) So I guess my last 2 question on that is did anyone actually violate the 3 procedures here?</p> <p>4 A. Did anyone violate the procedures?</p> <p>5 Q. Yeah.</p> <p>6 A. Well, I made an error by missing the credit 7 for sure.</p> <p>8 Q. Anyone else?</p> <p>9 A. For purposes of the credits not going into 10 the system, I mean it should have been reviewed so 11 that the credits would have been applied, and that 12 didn't take place.</p> <p>13 Q. And with regard to the motion being filed 14 over one year after service of the complaint?</p> <p>15 A. Yeah, same issue.</p> <p>16 Q. Similar, but --</p> <p>17 A. Well, I'm sorry. Yeah. Similar 18 circumstance, yes.</p> <p>19 Q. In terms of what would happen if --</p> <p>20 A. Yes, retraining.</p> <p>21 Q. And do you know if anyone was retrained on 22 that issue?</p> <p>23 A. It would be the same person. So my answer 24 would be the same as before.</p> <p>25 Q. And then so the procedure that you have in</p>
<p style="text-align: center;">Page 127</p> <p>1 off on a tangent there on a different example, so I'm 2 just being specific to this situation.</p> <p>3 A. I mean specific to this similarly, so we 4 would recognize it. In this particular situation it 5 became aware several years later. To be honest with 6 you I don't remember the specific clerk that did it, I 7 don't know if they're even with us anymore, but if 8 that was the case then we would retrain and ensure 9 that those procedures are being followed as they 10 should be.</p> <p>11 Q. So you don't know which clerk did it?</p> <p>12 A. Well, we do. Off the top of my head we 13 don't. I know that we've responded with information 14 on people that have worked with us, but I couldn't 15 tell you off the top of my head.</p> <p>16 Q. So did that person receive retraining?</p> <p>17 A. Well, that's what I'm saying is I don't 18 know. I have to go back and look.</p> <p>19 MS. STRICKLER: I think I can get that 20 information for you, Tyler. I'm happy to look into 21 that. I know Ryan doesn't remember everything off the 22 top of his head, but we can go back and look and get 23 you the answer to that.</p> <p>24 MR. SANTIAGO: Thanks.</p> <p>25 MS. STRICKLER: Yeah.</p>	<p style="text-align: center;">Page 129</p> <p>1 place, it was violated in a couple of ways?</p> <p>2 A. Well, sure. I mean it was over a year and 3 there was no credit applied.</p> <p>4 Q. Did you get any retraining?</p> <p>5 A. No.</p> <p>6 MR. SANTIAGO: I don't think I have anything 7 else, unless Nicole has something.</p> <p>8 THE WITNESS: Nicole?</p> <p>9 MS. STRICKLER: No, I don't have anything.</p> <p>10 Thank you for your hospitable time. I hope everyone 11 has a happy Memorial Day Weekend.</p> <p>12 We will reserve signature. I'll order an 13 etran.</p> <p>14 COURT REPORTER: Do you want a copy of the 15 exhibits?</p> <p>16 MS. STRICKLER: Yes, I'll take a copy of the 17 exhibits too, just because I was looking at them on 18 the computer.</p> <p>19 (Signature reserved.)</p> <p>20 (Deposition adjourned at 3:40 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1               S I G N A T U R E

2  
3               I declare under penalty of perjury under the  
4               laws of the State of Washington that I have read my  
5               within deposition, and the same is true and accurate,  
6               save and except for changes and/or corrections, if  
7               any, as indicated by me on the CHANGE SHEET flyleaf  
8               page hereof.

9               Signed in \_\_\_\_\_, Washington,  
10              this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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12              -----

13              RYAN VOS  
14              Taken: Friday, May 25, 2018

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23  
24              Re: Weinstein v Mandarich  
Cause No.: 2:17-cv-01897-RSM  
25              Brenda Steinman, CCR.

Ryan Vos

May 25, 2018

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## 1 C E R T I F I C A T E

2

3 STATE OF WASHINGTON )

4 ) ss.

5 COUNTY OF KING )

6

7 I, the undersigned Washington Certified Court  
8 Reporter, hereby certify that the foregoing deposition  
upon oral examination of RYAN VOS was taken  
9 stenographically by me on May 25, 2018, and thereafter  
transcribed under my direction;

10 That the witness, before examination, was  
11 first duly sworn by me pursuant to RCW 5.28.010 to  
12 testify truthfully; that the transcript of the  
deposition is a full, true, and correct transcript to  
13 the best of my ability; and that I am neither attorney  
14 for, nor a relative or employee of, any of the parties  
to the action, or any attorney or counsel employed by  
the parties hereto, nor financially interested in its  
outcome.

15 I further certify that in accordance with  
16 CR 30(e), the witness was given the opportunity to  
examine, read, and sign the deposition, within 30  
17 days, upon its completion and submission, unless  
waiver of signature was indicated in the record.

18 IN WITNESS WHEREOF, I have hereunto set my hand  
this date: June 2, 2018.

19

20

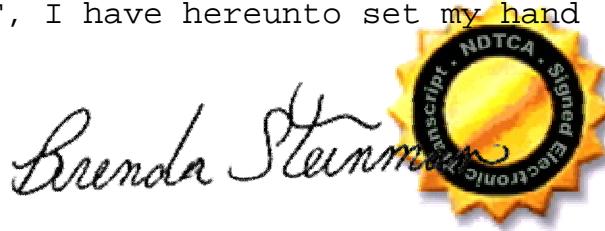
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Brenda Steinman

The image shows a handwritten signature of "Brenda Steinman" in black ink. To the right of the signature is a circular digital seal. The seal has a yellow border with the words "NOTARY PUBLIC" at the top and "State of Washington" at the bottom. Inside the circle, there is a stylized graphic of a sun or star.

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Brenda Steinman, CCR #2717  
License expires 10/15/2018

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## EXHIBIT C

3. Defendant objects to each request to the extent it seeks information and/or documents subject to the attorney-client or work-product privileges.

4. Defendant objects to each request to the extent it seeks information and/or documents that are not in the possession, custody, or control of Defendant.

5. Defendant objects to each request to the extent it seeks information and/or documents that are neither relevant to disputed issues of fact or law, nor reasonably calculated to lead to the discovery of admissible evidence.

## **RESPONSES TO REQUEST FOR ADMISSION**

## **REQUEST FOR ADMISSION NO. 1:**

With respect to the Account, admit Plaintiff Thomas Weinstein is a “consumer” as defined by 15 U.S.C. §1692a(3).

## **RESPONSE TO ADMISSION NO. 1:**

Defendant objects on the grounds that the request seeks an impermissible legal conclusion or interpretation. Subject to the foregoing objection and without waiving the same, Defendant states that after a reasonable inquiry, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation as it is not generally privy to the purposes for which persons, such as Plaintiff, incur their debts.

## **REQUEST FOR ADMISSION NO. 2:**

With respect to the Account, admit that Plaintiff Thomas Weinstein is a "debtor" as defined by RCW 19.16.100(7).

## **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

Admit.

## **REQUEST FOR ADMISSION NO. 3:**

With respect to the Account, admit you are a debt collector as defined by 15 U.S.C. §1692a(6).

## **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

Admit.

## **REQUEST FOR ADMISSION NO. 4:**

With respect to the Account, admit you are a collection agency as defined by RCW 19.16.100(4).

## **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

Admit.

DATED: March 2, 2018

## MANDARICH LAW GROUP, LLP

By: /s/ Ryan E. Vos

Ryan E. Vos

*Attorney for Mandarich Law Group, LLP*